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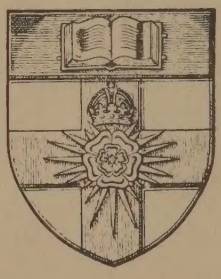

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REPORTS

FROM

COMMISSIONERS, INSPECTORS,

AND OTHERS:

THIRTY-FIVE VOLUMES.

—*(21.)*—

LAND IN WALES AND MONMOUTHSHIRE:

Session

12 *March* 1894——25 *August* 1894.

VOL. XXXVI.

1894.

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THIRTY-FIVE VOLUMES:—CONTENTS OF THE

TWENTY-FIRST VOLUME.

N.B.—*THE* Figures *at the* beginning of the line, *correspond with the* N° *at the foot of each* Report; *and the* Figures *at the* end of the line, *refer to the* MS. Paging *of the Volumes arranged for The House of Commons.*

LAND IN WALES AND MONMOUTHSHIRE:

[C. 7439.] First Report of the Royal Commission on Land in Wales and Monmouthshire. p. 1

[C. 7439-I.] Minutes of Evidence, with Appendix of Documents. 9

FIRST REPORT

OF THE

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE.

Presented to both Houses of Parliament by Command of Her Majesty.

LONDON:
PRINTED FOR HER MAJESTY'S STATIONERY OFFICE,
BY EYRE AND SPOTTISWOODE,
PRINTERS TO THE QUEEN'S MOST EXCELLENT MAJESTY.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, East Harding Street, Fleet Street, E.C., and
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JOHN MENZIES & Co., 12, Hanover Street, Edinburgh, and
90, West Nile Street, Glasgow; or
HODGES, FIGGIS, & Co., Limited, 104, Grafton Street, Dublin.

1894.

[C.—7439.] *Price* 1*d.*

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE.

Whitehall, April 1, 1893.

THE QUEEN has been pleased to issue a Commission under Her Majesty's Royal Sign Manual, to the following effect:—

VICTORIA, R.

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith.

To Our right trusty and well-beloved Councillor, Charles Robert, Baron Carrington, Knight Grand Cross of Our Most Distinguished Order of Saint Michael and Saint George; Our right trusty and well-beloved Lloyd, Baron Kenyon; Our trusty and well-beloved Sir John Talbot Dillwyn Llewelyn, Baronet; Our trusty and well-beloved David Brynmor Jones, Esquire, one of Our Counsel learned in the Law; Our trusty and well-beloved John Rhŷs, Esquire, Master of Arts, Jesus Professor of Celtic in Our University of Oxford; Our trusty and well-beloved John Morgan Griffiths, Esquire; Our trusty and well-beloved Edwin Grove, Esquire; Our trusty and well-beloved Richard Jones, Esquire; and Our trusty and well-beloved Frederic Seebohm, Esquire; greeting!

Whereas We have deemed it expedient that a Commission should forthwith issue to inquire into the conditions and circumstances under which land in Wales and Monmouthshire is held, occupied, and cultivated, and to report thereupon.

Now know ye, that We, reposing great trust and confidence in your knowledge and ability, have authorised and appointed, and do by these presents authorise and appoint, you, the said Charles Robert, Baron Carrington; Lloyd, Baron Kenyon; Sir John Talbot Dillwyn Llewelyn; David Brynmor Jones; John Rhŷs; John Morgan Griffiths; Edwin Grove; Richard Jones; and Frederic Seebohm; to be Our Commissioners for the said purpose.

And for the better effecting the purpose of this Our Commission, We do by these presents give and grant unto you, or any three or more of you, full power to call before you such persons as you shall judge likely to afford you any information upon the subject of this Our Commission, and also to call for, have access to, and examine, all such books, documents, registers, and records as may afford you the fullest information on the subject, and to inquire of and concerning the premises by all other lawful ways and means whatsoever.

And We do by these presents authorise and empower you, or any three or more of you, to visit and personally inspect such places in Our United Kingdom as you may deem it expedient so to inspect for the more effectual carrying out of the purpose aforesaid.

And We do further by these presents will and ordain that this Our Commission shall continue in full force and virtue, and that you, Our said Commissioners, or any

three or more of you, may from time to time proceed in the execution thereof, and of every matter and thing therein contained, although the same be not continued from time to time by adjournment.

And We do further ordain that you, or any three or more of you, have liberty to report your proceedings under this Our Commission from time to time, if you shall judge it expedient so to do.

And Our further will and pleasure is, that you do, with as little delay as possible, report to us under your hands and seals, or under the hands and seals of any three or more of you, your opinion upon the matter herein submitted for your consideration.

Given at Our Court at Saint James's. the twenty-seventh day of March, one thousand eight hundred and ninety-three, in the fifty-sixth year of Our Reign.

By Her Majesty's Command.

(Signed) H. H. ASQUITH.

TERMS OF REFERENCE.

"To inquire into the conditions and circumstances under which land in Wales and Monmouthshire is held, occupied, and cultivated."

FIRST REPORT.

TO THE QUEEN'S MOST EXCELLENT MAJESTY.

MAY IT PLEASE YOUR MAJESTY,

WE the undersigned Commissioners appointed to inquire into "the conditions "and circumstances under which land in Wales and Monmouthshire is held, occupied, "and cultivated," desire humbly to submit to Your Majesty the Minutes of Evidence taken at 45 sittings which we have held in London, and in divers places in Wales and Monmouthshire, between the 23rd of May 1893 and the 17th of March 1894, and we further propose to submit from time to time such additional Minutes of Evidence as may be found necessary and convenient for the purpose of the Inquiry.

We also beg to leave any recommendations which we may consider it our duty to make to be submitted to Your Majesty in a further or final report at a future date.

(Signed) CARRINGTON.
KENYON.
JOHN T. D. LLEWELYN.
D. BRYNMOR JONES.
JOHN RHŶS.
J. M. GRIFFITHS.
EDWIN GROVE.
RICHARD JONES.
F. SEEBOHM.

D. LLEUFER THOMAS, Secretary.
CECIL E. OWEN, Assistant Secretary.

June 29th, 1894.

MINUTES OF EVIDENCE

TAKEN BEFORE THE

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE;

WITH

APPENDIX OF DOCUMENTS.

(First to Twenty-second Days.)

VOL. I.

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90, WEST NILE STREET, GLASGOW; or
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1894.

[C.—7439.-I.] *Price 7s. 3d.*

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ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE.

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And for the better effecting the purpose of this Our Commission, We do by these presents give and grant unto you, or any three or more of you, full power to call before you such persons as you shall judge likely to afford you any information upon the subject of this Our Commission, and also to call for, have access to, and examine, all such books, documents, registers, and records as may afford you the fullest information on the subject, and to inquire of and concerning the premises by all other lawful ways and means whatsoever.

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By Her Majesty's Command.

(Signed) H. H. ASQUITH.

TERMS OF REFERENCE.

"To inquire into the conditions and circumstances under which land in Wales and Monmouthshire is held, occupied, and cultivated."

HEADS OF INQUIRY.

In order to guide the Commissioners in their examination of witnesses, it is requested that persons desiring to submit evidence should forward to the Secretary (Trafalgar Buildings, Charing Cross, London, S.W.) the names and addresses of the witnesses proposed to be examined, together with a brief statement of the heads of the evidence which they are prepared to offer.

The following questions suggest the principal points on which information is desired:—

I. Personal.

1. Occupation and nature of connexion (if any) with the land, or public position held, as owner, tenant, labourer, auctioneer, county councillor, &c.

2. For what district are you prepared to give evidence?

   If your evidence refers more particularly to an estate, agency, or holding, specify its acreage.

3. In what manor, honour, or lordship is the land in which you are interested, or as to which you propose to give evidence, situate? State the extent of such manor, honour, or lordship.

   What courts are held in connexion with such manor, &c., and specify the offices that exist in connexion with them?

II. Ownership.

What difference, in effect, do the following variations of tenure and circumstances produce on—

(*a.*) The occupation, and
(*b.*) The cultivation of land?

1. Where land is—
   (i.) Held in fee simple and
      (*a.*) Unencumbered.
      (*b.*) Mortgaged or otherwise encumbered.
   (ii.) The property of the Crown, Principality or Duchy, including woods, forests, and foreshores; specify extent and management.
   (iii.) The property of corporations or associated bodies.
   (iv.) Glebe land.

2. Where land is held under copyhold, or other customary tenures; state the peculiarities and effects of such tenures.
   What fines and other charges are made on admission and enrolment?
   Are these charges considered oppressive?

3. Where the land is (or recently was) the waste of a manor, a common, or land reputed to be commonable; specify—
   (i.) Recent enclosures, whether by Act of Parliament, or otherwise, and their effect on the neighbouring population.
   Were recreation grounds or allotments for the use of the labouring poor apportioned? If so, how used at present?
   (ii.) Squatters' cottages, or other dwellings erected on waste or unenclosed land, —how dealt with? If surrendered, on what terms?

(iii.) Existing unenclosed and hill land, and its adaptability for profitable cultivation as compared with the uses to which it is at present put.

Where there are rights of pasture over "sheep runs," &c., in whom are such rights vested, and subject to what payments and conditions? Whether "without stint," or how limited?

What is their effect on—

(*a.*) The rents of adjacent farms?

(*b.*) The general condition of sheep farming?

4. (Management.)

(i.) Where land is held by small or large, by absentee or resident landowners? in consolidated or scattered estates?

(ii.) Where there is a difference of either language, politics, or religion between the landlord (or agent), and the tenant (or proposed tenant).

(iii.) Where agents are employed, have they received any special training for the supervision of agricultural land? If not, is there any inconvenience or hardship experienced?

III. Occupation.

1. *Term of Tenancy.*

What is the usual date of entry in your district?

Are farms let on leases or from year to year?

Is there a great demand for leases, and, if so, are they readily granted by landlords? If not, why?

Do tenants readily accept leases? If not, why?

Is the condition of the leaseholders, and of their farming superior, or the contrary, to that of yearly tenants?

Have changes in tenancy become more, or less frequent, than in former years? If more frequent, to what causes are they attributable?

Have any cases of hardship arisen?

In resuming the occupation of a field or plot out of a holding, for the sake of planting, building, or for other purposes, do owners generally serve their tenants with proper notices for the purpose, and grant them compensation?

If damage is done to the land in timber-cutting, is the tenant compensated?

If any mining, brickfields, quarries, or other industrial operations have been commenced on land in your occupation, has the rent been re-adjusted, or compensation granted in consequence?

2. *Agreements and Leases.*

What are the usual conditions of tenancy? (Produce copy of agreement or lease.)

Are any of the clauses considered oppressive? What effect have they on cultivation?

Are penalising clauses common, and are they often enforced?

Are tenants usually given a copy of the agreement or lease, or if Welsh-speaking, are their contents explained to them?

3. *Rent.*

(i.) Its amount.

Is the rent usually fixed at a gross sum, or at so much per acre?

Is there any uniformity in the rents of land of similar qualities on the same or neighbouring estates?

Is the rent of the smaller tenantry higher per acre than on larger farms?

What is the usual rent of average lands of different qualities in your district, *e.g.*, on upland and lowland farms?

Is the right of pasturage over a common, &c. taken into account when the rent is fixed?

Are there any services other than the payment of rent rendered by tenants in respect of their farms? If so, what are they, what is their estimated value, and are they usually mentioned in the agreements?

State whether they are irksome, and whether they are taken into account in assessing the rent.

(ii.) How fixed.

Is the rent fixed on the basis of a valuation, or by proposal followed by private treaty?

In the latter case is the holding practically let to the highest bidder? If so, does the system result in—

(i.) Fair rents being fixed?

(ii.) The acceptance of tenants with sufficient capital?

Is arbitration ever resorted to as a means of settling or re-adjusting the rent?

(iii.) How varied.

Have rents been raised generally, or in individual cases, within the last 50 years? If so, give particulars.

Have there been any—

(*a.*) Permanent reductions, or

(*b.*) Temporary abatements of rent?

If so, when and to what amount?

Is any notice previously given to the tenants of such intended abatements?

When rents are raised or reduced, does the change depend on a re-valuation? If so, by whom conducted, and at what intervals is it usual? If not, does the change depend on fluctuations in prices? or on what other principle (if any) is it based?

What have been the chief fluctuations in prices affecting rent within the last 50 years?

(iv.) Its payment.

How soon after it falls due is the rent usually paid?

What effect has the preferential claim for rent on the position of tenants generally?

4. *Other Charges on Land, or on Incomes derived from Land, e.g.,*

(i.) Tithes.
(ii.) Land tax.
(iii.) Chief rent.
(iv.) Local rates.
} Are they paid by the owner or occupier?

(v.) Income tax.

Have local rates increased within the last 25 years? If so, to what extent, and by whom is such increase paid?

5. *Size of Farms.*

What is the average size of farms in your district?

Have holdings been consolidated? If so, to what extent, in what periods of time, with what objects, by what means accomplished, and with what consequences?

Have upland or lowland farms been mostly consolidated?

What has been the effects of consolidation on—

(i.) Production?
(ii.) Employment of labour?
(iii.) Rent?
(iv.) Population and inhabited houses?

To what extent, if at all, has—

(i.) The sub-division, or
(ii.) The sub-letting of holdings been carried out, under what circumstances, and with what results?

What are the relative effects of small and large holdings respectively on their occupiers as to—

(i.) Their practical skill in farming?
(ii.) Their condition in time of trade depression?
(iii.) Their ability to provide for their families?

IV. Cultivation.

1. *State of cultivation and nature of farming pursued.*

Is there any scarcity of labourers, and, if so, are fences, ditches, watercourses, &c., properly attended to?

Is there any land going out of cultivation, or being insufficiently cultivated in your district? If so, why?

To what extent has waste land been reclaimed by tenants in your district within living memory?

Is there much land still waste which is capable of profitable reclamation, *e.g.*, by—

(i.) Ploughing up rough land?
(ii.) Draining marshy ground, or
(iii.) Embanking rivers?

Has there been any considerable change in the nature of the agriculture pursued in your district within the last 50 years, *e.g.*—

(i.) Arable land being laid down in pasture? If so, at whose expense?
(ii.) Increase or decrease of root crops?
(iii.) Fallowing, &c.?

What have been the cause and effect of such changes?

2. *Improvements.*

What improvements are generally made in your district by—

(i.) The landlords?
(ii.) Tenants?

Notice specifically—(*a*) drainage and irrigation; (*b*) buildings for stock; (*c*) tanks for preserving liquid manure; (*d*) protection from river encroachment; (*e*) fences, gates, and posts; (*f*) manures; (*g*) seeds, &c.

In the case of co-operation in improvement what is the part usually undertaken by each, and how is remuneration secured to either party?

In the case of improvements partly or wholly effected by a tenant, is there any compensation obtainable in your district—

1. By agreement between landlord and tenant?

Do you know of instances where either party contracts out of the operation of—

(*a.*) The Agricultural Holdings Act?
(*b.*) The custom of the country?

2. By virtue of the Agricultural Holdings Acts (1875 and 1883)—

Do farmers often apply for their landlord's written consent for specific improvements? If not, why, and with what results?

Is such consent readily given when asked for?

3. By the custom of the country.

If so, what is the custom of the country in your district as to—

(i.) Allowances to outgoing tenants in respect of—
(*a.*) Growing crops?
(*b.*) Tillage and cultivation?
(*c.*) Manure and produce remaining at the expiration of the tenancy?
(*d.*) Permanent improvements?

(ii.) The respective rights of outgoing and incoming tenants?

(iii.) The liabilities of a tenant as to mode of cultivation, dilapidations, and sale of produce?

Have many (or any) cases occurred in your district where an outgoing tenant has failed to obtain sufficient compensation for his improvements?

Do you know of any instances where compensation has been given for the *general* improved condition of a holding, and not simply for specific improvements?

Is there any right recognised as belonging to tenants to dispose of their interests in their holdings to any solvent tenant to whom the landlord shall not have any reasonable objection?

What is the custom as to the sale of the sheep on "sheep farms" by an out going tenant to an incoming tenant or to the landlord?

In your experience is the procedure under the Agricultural Holdings Acts workable and satisfactory?

3. *Game Preserving.*

Are (i.) Rabbits; (ii.) Hares, or (iii.) Other game preserved by the landowners in your district?

Do tenants generally avail themselves of the provisions of the Ground Game Act? If not, why not?

Is there much damage done by game to the crops and pastures of tenant farmers? If so, are they compensated, and how is the damage assessed?

Are tenants expected to "beat" coverts, &c. when their landlords go out shooting? If so, are they paid, and how?

How does game preserving otherwise affect—

(i.) Cultivation?
(ii.) The relation between landlord and tenant?
(iii.) The labourers?
(iv.) The public generally?

In your petty sessional district, what proportion do offences against the game laws bear to other offences—

(i.) Against property, and
(ii.) Against the person?

Is the law of trespass in other respects satisfactory?

Who exercise sporting rights over Crown lands and commons?

4. *Agricultural Education.*

What attention is being paid in your district to—

(i.) Fruit culture?
(ii.) Horticulture, including market gardening?
(iii.) Forestry?
(iv.) Poultry farming?
(v.) Bee-keeping?

Are any of these sources of profit to farmers at present? If not, why? Could they be made more so, and how?

Is there any instruction given—

(i.) In butter and cheese making?
(ii.) By field experiments?
(iii.) In other agricultural subjects?

To what extent are they being availed of?

5. *Facilities for the carriage and disposal of agricultural produce.*

How affected by railway rates?

V. Co-operation and Combination.

1. Do you know of any instances, being either ancient survivals or modern experiments, where profits or risks are shared—

(i.) Between landlord and tenant, or
(ii.) Between employers and employed?

Is there any co-operation among farmers—

(i.) For purchasing or analysing farm stuffs, *e.g.*, manures?
(ii.) For purposes of production, *e.g.*, in butter factories?
(iii.) For selling produce?
(iv.) For farming operations generally, *e.g.*, threshing, harvesting, sheep-shearing?

To what extent (if at all) do farmers insure their stock, crops, implements, or buildings?

2. Is there any combination in the nature of a trade union—

(i.) Among landlords, *e.g.*, not to accept tenants of a certain description?
(ii.) Among farmers, or
(iii.) Among labourers } *e.g.*, to fix wages?

3. To what extent do (i.) farmers and (ii.) agricultural labourers avail themselves of—
   (i.) Benefit Societies?
   (ii.) Life Assurance Societies?

   What other provident institutions are used by them (*e.g.*, savings banks, building societies) and to what extent?

VI. The General Condition of the Farming Population.

1. *Proprietor Farmers.*

   Are there in your district many peasant proprietors or small freeholders who have inherited their holdings from their ancestors?

   Has their number decreased in a sensible degree? If so, what have been the causes?

   Are there many tenant farmers who have bought either their own or other holdings for their own occupation in this district? If so, by what circumstances were they induced to do so?

   What was the date of the purchase?

   Was the purchase money excessive; what proportion of it (if any) did they borrow; from what source; at what interest; and how soon (if at all) were they able to pay off such incumbrances?

   What is the present condition of such freeholders as compared with the yearly tenants about them?

2. *Tenant Farmers.*

   To what extent do tenant farmers and their wives take part in the manual labour of their farms?

   Do their children work at home? If so, are they in receipt of wages, or how otherwise remunerated?

   What provision is made for them by their parents on marriage or independent settlement in life?

   Could present rents be maintained if wages were paid in respect of the children's labour?

3. *Labourers.*

   What proportion of the farm labour is hired as compared with that rendered by members of the household?

   Of hired labourers, what proportion is lodged—
   (i.) On the farm premises; and
   (ii.) Is settled in cottages?

   How many live—
   (i.) On their own finding, and
   (ii.) On their employer's finding?

   State the amount of the labourers'
   (i.) Cash wages, and
   (ii.) Total estimated earnings (specifying payments in kind and perquisites).

   State the chief fluctuations in wages during the last 50 years.

   What is the nature of the accommodation provided at farmhouses for labourers or servants (both male and female), for—
   (i.) Meal times and evenings?
   (ii.) For sleeping purposes?

   What is the state of cottage accommodation in respect of—
   (i.) Supply, as compared with—
   (*a.*) The past?
   (*b.*) The requirements of thorough cultivation?

(ii.) Situation, whether concentrated in villages or dispersed on farms and at what distance from work.
(iii.) Condition and construction.
(iv.) Gardens, allotments, or small holdings attached to cottages.
(v.) Ownership and tenure: whether held of the owner or of tenant farmer as middleman, whether subject to any restrictive conditions as to employment, and subject to what length of notice for the termination of the tenancy.

4. *General.*

What is the relative standard of comfort as to (1) house accommodation; (2) diet; (3) opportunities for self-improvement and recreation in the following cases:—

1. Estate owners?
2. Proprietor farmers (large and small)?
3. Tenant farmers (large and small)?
4. Labourers?

Has there been any considerable migration of farmers or labourers from your district within the last 50 years? If so, owing to what causes, and whither have they migrated.

To what extent are diaries and farming accounts kept?

When in your opinion did the different periods of trade depression begin in your district?

What are the principal causes of such depression, and what classes are chiefly affected by it?

What remedies do you suggest for improving the profits from land.

VII. General Relations between Landlord and Tenant.

Whether friendly or otherwise? In what circumstances are they most friendly?

SUPPLEMENTAL QUESTIONS.

1. Where possible, give particulars under the following heads, for the years specified below, or for any other years representing periods of depression and prosperity respectively within the last 50 years; or, adopt any other form which you may find most convenient for giving a similar statement of accounts.

Year.	Amount of Rent.	Capital employed.	Receipts.	Expenditure.		Profit.	Loss.
				Cost of Labour, including Estimated Value of Labourers' Food and Perquisites (if any).	Estimated Value of the Unpaid Services of Farmer and his Family.		
About 1840							
„ 1852							
„ 1876							
„ 1893							

2. For the same years, give approximate cost per acre of the production of those crops on which the farmers of your district at that time chiefly relied.

3. For the same periods, give the prices realised in your district for the chief articles of agricultural produce.

LIST OF WITNESSES.

First Day.—Cowbridge, Tuesday, May 23rd, 1893.

Name of Witness.	Description.	Question.	Page.
Edward John	Agent for agricultural implements and seed merchant, High Street, Cowbridge.	1	3
D. J. Jenkins	Tenant farmer, land valuer, and vice-chairman of the Cowbridge Farmers' Club, Great Frampton.	160	9
George Thomas	Tenant farmer, land agent and valuer, Ely Farm, near Cardiff.	380	17
Rev. H. J. Humphreys	Clerk in holy orders, Llangan	540	24
W. V. Huntley	Tenant farmer, land agent and valuer, Secretary to the Cowbridge Farmers' Club, Welsh St. Donatt's.	561	25
Rees Thomas	Tenant farmer, Boverton Place, Cowbridge	707	29
Thomas Morgan	Retired tenant farmer, Colhugh Villa, Llantwit Major.	808	33
R. Thurston Bassett	Landowner, agent, and master of fox hounds, Cross ways, near Cowbridge.	967	40
Edmund Lewis	Tenant farmer and valuer, St. Mary Hill Court	995	41
David John	Tenant farmer, The Ham Farm, Llantwit Major	1065	44
Daniel Jenkins	Tenant farmer, Ruthin, near St. Mary Hill	1148	48

Second Day.—Pontypridd, Wednesday, May 24th, 1893.

Thomas Evans	Tenant farmer, Penhefyd, St. Fagans	1164	49
John Williams	Contractor, corn dealer, and retired tenant farmer, 1, Glossop Terrace, Cardiff.	1412	61
Thomas John Morgan	District road surveyor, Plas y ddrainen, Rhigos, Hirwaun.	1617	69
D. T. Alexander	Of the firm of Stevenson & Alexander, auctioneers, surveyors, and land agents, Cardiff.	1763	73
David David	Tenant farmer and valuer, Ty Maen, near Ponty-pridd.	1804	75
Thomas Jenkins	Tenant farmer, Wernydomen, near Caerphilly	1869	77
Thomas Williams	Tenant farmer, Hendre, Treforest	1992	82
H. S, Davies	Accountant and County Councillor, Pontypridd	2026	84

Third Day.—Swansea, Thursday, May 25th, 1893.

John Jones	Tenant farmer, Pontneath Vaughan, Vale of Neath.	2046	85
Lewis Llewellyn	Tenant farmer, Maesmarchog, Glynneath	2279	93
Noah Davies	Tenant farmer, Yniscymer, Glynneath	2415	97
Richard Rees	Tenant farmer, Hendre Carndog, Pontardawe	2541	101
Jenkin Davies	Freeholder, formerly tenant farmer, Penygraig, Pontardawe.	2769	107
David Harries	Tenant farmer, Brynllefrith, Cwmllynfell	2897	112
John Thomas	Tenant farmer, Clase Farm, Llangyfelach	3038	116
William George Davies	Tenant farmer, Aber Gelli, Llangyfelach	3158	119
William Williams	Tenant farmer, Maeseglwys, Llangyfelach	3183	120
John Roberts	Tenant farmer, Cwrt-y-Carne, Gorseinon, Llandilo Tal-y-bont.	3242	122

Fourth Day.—Reynoldston Gower, Friday, May 26th, 1893.

Captain Batcock	Tenant farmer, Pit Farm, Penrice, Gower	3378	125
John Tucker	Tenant farmer, Horton, Penrice, Gower	3802	137
L. D. Nicholl	Agent for Gower portion of the Margam Estate	4016	144
David Williams	Farm labourer, Burry Green, Llangenydd	4040	145
William Beynon	Tenant farmer, Burry Green, Llangenydd	4211	151
William Powell	Tenant farmer, Pitton, Rhossily	4295	153
John Holland	Tenant farmer and small freeholder, Cwmifi, Llanmadoc.	4353	155
Francis Bevan	Tenant farmer, Oxwich Castle Farm, Gower	4466	158
Morgan Hopkins	Secretary to the Swansea and District Butchers' and Cattle Dealers' Association, Swansea.	4541	160
Philip Tanner	Farm labourer, Llangenneth, Gower	4579 & 4768	162, 166
John Jenkins	(Land agent to Mr. Penrice), Longlands Place, Swansea.	4716	165
Thomas Coghlan	Blacksmith, Reynoldstone	4775	167

Fifth Day.—Swansea, Saturday, May 27th, 1893.

Name of Witness.	Description.	Question.	Page.
Robert Forrest	Land agent to Lord Windsor, St. Fagans	4811	170
John Cadogan Brace	Clerk to Mr. Forrest, St. Fagans	4957	181
Edward Knox	Land agent to Miss Talbot, Margam Estate	4975	182
Lewis Bishop	Solicitor, land agent to Lord Dynevor, Llandilo	5002	183
Thomas Penrice	Landowner, Kilvrough House, Swansea	5064	185
Henry A. Chapman	Mayor of Swansea	5094	188
Robert Dickson Burnie, M.P.	Member for Swansea	5106	188
David Williams	Tenant farmer, Clynyfyd Farm, Llandilo-tal-y-bont	5109	189
Thomas Rees	Tenant farmer, Garth Farm, Llansamlet	5297	193
Harry Clement Roberts	Clerk in Windsor Estate Office, St. Fagans	5366	195

Sixth Day.—Westminster, Friday, July 7th, 1893.

John Morgan Randall	Land agent to Lord Dunraven	5386	196
Edwin W. M. Corbett	Surveyor to the Bute Estate	5711	206
James Edmund Vincent	Secretary to the Landowners' Association of South Wales and Monmouthshire, 8 Princes Street, Westminster, S.W.	5886	215

Seventh Day.—Westminster, Saturday, July 8th, 1893.

John Hughes	Landowner and agricultural analyst, 79, Mark Lane, E.C.	5914	221
Edwin Sidney Hartland	Registrar of the County Court of Gloucestershire, District Registrar of the High Court (formerly solicitor practising at Swansea), Barnwood Court, Gloucester.	6042	227
Henry Alfred Chapman	Mayor of Swansea	6189	234
Robert Dickson Burnie, M.P.	Member for Swansea	6298	242
Alderman M. Tutton	Member of the Corporation of Swansea	6353	246
John Thomas	Town clerk of Swansea	6393	249
F. H. Glynn Price	Land agent for the Glamorganshire estates of the Duke of Beaufort, Swansea.	6405	250

Eighth Day.—Bala, Tuesday, September 12th, 1893.

Colonel Samuel Parr Lynes	Owner of the Garthmeilio Estate; Derby House, Colchester.	6660	261
Rev. Ivan T. Davies	Congregational minister, Bryn yr aber, Llanuwchllyn	6800	265
Thomas Jones	County councillor and tanner, Llanuwchllyn	7004	275
Robert Morris	Tenant farmer, Tyn-y-Cae, Llanuwchllyn	7159	282
Edward Edwards	Farm labourer, Maes-y-fallen, Hirnant, Bala	7229	284
Owen Slaney Wynne	Late agent to Sir Watkin Williams Wynn, Bart.; Doluwcheogryd, Dolgelley.	7320	288
Jane Rowland	Widow of the late Thomas Rowland, tenant farmer, Hafodyrhaidd.	7417	294
John Williams	Late sub-agent for Glanllyn Estate of Sir Watkin Williams Wynn, Bart.; Gwernhefin, Bala.	7423	294

Ninth Day.—Bala, Wednesday, September 13th, 1893.

John Williams	Late sub-agent for Glanllyn Estate of Sir Watkin Williams Wynn, Bart.; Gwernhefin, Bala.	7433	296
Owen Slaney Wynne	Late agent to Sir Watkin Williams Wynn, Bart.; Doluwcheogryd, Dolgelley.	7677	306
John Thomas	Tenant farmer, Cloddiau, Llanycil, Bala	7681	306
John Morris Jones	Tenant farmer, Cae'r Gai, Llanuwchllyn	7847	311
Robert Pierce Roberts	Tenant farmer, Bryn Corwyn, Llanuwchllyn	7897	314
Colonel Hugh R. Hughes	Agent to Sir Watkin Williams Wynn, Bart.; Estate Office, Wynnstay.	7923	314
Thomas Davies	Tenant farmer, Fedwlwyd, Bala	7972	319
John Jones	Farm labourer, formerly tenant farmer, Troedybanc, Bala.	8161	327
Richard John Lloyd Price	Landowner, Rhiwlas, Bala	8165	328

Tenth Day.—Dolgelley, Thursday, September 14th, 1893.

Name of Witness.	Description.	Question.	Page.
Owen Slaney Wynne	Late agent to Sir Watkin Williams Wynn, Bart.; Doluwcheogryd, near Dolgelley.	8179	331
Charles Alfred Jones	Landowner, Bronhendre, Carnarvon	8387	348
William Pugh	Tenant farmer, Pantglas, Trawsfynydd	8438	350
David Evans	Freeholder, formerly tenant farmer, Cae Einion, Dolgelley.	8590	355
Walter B. C. Jones	Land agent (for the Gwynfryn estate) and valuer, land inspector under the Board of Agriculture, county treasurer, and fellow of Surveyors' Institute, Criccieth.	8699	359
Cadwaladr Roberts	Tenant farmer, Ynys Gyffylog, Celynin	8818	366
Ellis Williams	Tenant farmer, Bwlch Gwyn, Arthog	8832	366
Dr. Jones, J.P.	Landowner, Bryn-y-Ffynon, Dolgelley	8875	369
Thomas Ellis	Tenant farmer, Erwgoed, Dolgelley	8902	370
John Jones	Tenant farmer, Penrhiw, Rhydymain, Dolgelley	—	372
Griffith Price, junr.	Son of tenant farmer, Gors-y-garnedd, Llanfachreth, Dolgelley.	8917	372

Eleventh Day.—Barmouth, Friday, September 15th, 1893.

Rev. John Davies	Nonconformist Minister and County Councillor, Glanmorfa, Dyffryn.	8930	374
Rev. William Evans	Wesleyan Minister, Llandudno	9092	380
The Hon. R. Henley Eden	Estate agent to Lord Dudley for the Crogan Estate, Merionethshire; Witley, Worcestershire.	9116	382
David Richard Parry	Tenant farmer, Rhydyfen, near Bala	9240	385
Richard Roberts	Tenant farmer, Ty Gwyn, Trawsfynydd	9342	389
Edward Williams	Tenant farmer, Uwchlaw'r Coed, Llanbedr	9388	391
William Robert Maurice Wynne.	Landowner, Lord Lieutenant, and chairman of Quarter Sessions for Merioneth, Peniarth, Towyn.	9449	394
Richard Davies	Tenant farmer, Lasynys, Harlech	9693a	411
Robert Jones	Tenant farmer, Ystumwern, Dyffryn	9707	412
David Griffith	Tenant farmer, Tyddyn du, Harlech	—	413
John Roberts	Tenant farmer, Cefntrefor fawr, Talsarnau	9718	414

Twelfth Day.—Portmadoc, Saturday, September 16th, 1893.

Owen R. Hughes	Tenant farmer, Brynrefail-ucha, Garn	9719	415
William Watkin	Land agent (agent to the trustees of the late Mr. Huddart of Brynkir) Murian, Criccieth.	9943	423
John Roberts	Tenant farmer, Cefntrefor fawr, Talsarnau	9979a and 10,002.	425, 427
Wm. Robinson Lawford	Agent to Lord Harlech; Underhill, Oswestry	9998	426
Richard Hughes	Corn merchant and farmer, Portmadoc	10,010	427
Wm. Cadwaladr Williams, jun.	Son of tenant farmer, Beudy Mawr and Tan-y-grisiau Isaf, Festiniog.	10,035	429
Cadwaladr Roberts	Tenant farmer, Buarth Melyn, Tan-y-grisiau, Festiniog.	10,099	431
Simon R. Jones	Tenant farmer, Llwyn Mafon Isa, Ynys cynhaiarn, Carnarvon.	10,147	434
Henry Roberts	Tenant farmer, auctioneer and valuer, Pensyflog, Tremadoc, Ynys cynhaiarn, Carnarvon.	10,188	436
John Owen Morris	Grocer, Sea View, Borthygest	10,284	440
Leonard Fielden	Labourer, Ynysgyngar, Morfa Bychan	—	441
William Jones	Licensed victualler and owner of land, Lion Hotel, Barmouth.	10,290	441
John Griffith	Tenant farmer, Pontyrhenddyn	10,293	441
Walter B. C. Jones	Land agent, land valuer, land inspector under the Board of Agriculture, county treasurer, and Fellow of Surveyors' Institute, Criccieth.	10,322	442
Owen Owens	Quarry labourer (late tenant farmer), Hill Street, Gerlan, Bethesda.	10,484	458

Thirteenth Day.—Pwllheli, September 18th, 1893.

Name of Witness.	Description.	Question.	Page.
William Humphreys	Tenant farmer, Aberkin, Criccieth	10,486	459
William George	Solicitor practising at Criccieth, Portmadoc and Pwllheli.	10,726	472
R. Pughe Jones	Retired conveyancing barrister and late general director of the Madryn Estate; Ynysgain, Criccieth.	10,754	473
Michael Jones	Farmer and County Councillor, Nantfawr, Dinas Llaniestyn, Pwllheli.	10,921	487
John Jones	Tenant farmer, Penrhyn Ydyn, Llanfihangel-bachellaeth.	10,981	490
Richard Williams	Tenant farmer, Bodgadle, Pwllheli	11,020	492
Ellis Williams	Farmer and mason, Glyddyn	11,028	493
David Jones	Freeholder, formerly tenant farmer, Brynllefrith, Llangybi.	11,043	494
H. J. Ellis Nanney	Landowner, Gwynfryn, Criccieth	11,068	497
Richard Owen	Retired tenant farmer, Mynydd Ednyfed, Criccieth	11,106	498

Fourteenth Day.—Pwllheli, Tuesday, September 19th, 1893.

Name of Witness.	Description.	Question.	Page.
Llewelyn Adams	Agent to Aberdunant and Tregayan Estates; solicitor and clerk of the peace for Denbighshire, Ruthin.	11,144	501
H. J. Ellis Nanney	Landowner, Gwynfryn, Criccieth	11,183	503
William Owen	Farmer, Caenewydd, Chwilog	11,446	512
Capt. Niel Patrick Stewart	Agent to Mr. Assheton Smith; Bryntirion, near Bangor.	11,464 and 11,591	514 and 521
Robert O. Jones	Labourer, formerly tenant farmer, Plascanol, Minffordd, Penrhyndeudraeth.	11,491	516
William Watkin	Land agent (agent to the trustees of the late Mr. Huddart of Brynkir), Muriau, Criccieth.	11,518	518
John Jones	Tenant farmer, Tynllan, Llanfihangel-bachellaeth, near Pwllheli.	11,529	518
John Davies	Tenant farmer, Caertyddyn, Llangybi	11,601	522
Dr. Rowlands	Physician and surgeon, Llanaelhaiarn	11,657	525
David Davies	Farm labourer, Penrallt, Llangybi	11,766	529
Evan Pritchard	Farm labourer, Rhydau Cottage, Llanor	11,792	530
William George	Solicitor, Criccieth, Portmadoc, and Pwllheli	11,824	531
J. T. Jones	Farmer and chairman of Pwllheli Board of Guardians, Criccieth.	11,844	533
Richard Newell	Butcher, Portmadoc, Barmouth, and Criccieth, and representative to Messrs. Webbs, seed salesmen, also son of tenant farmer.	11,860	535
David Pritchard	Tenant farmer, Llwyn Beuno, Pwllheli	11,862	537
Owen Edwards	Land agent, Pwllheli	11,876	538

Fifteenth Day.—Carnarvon, Wednesday, September 20th, 1893.

Name of Witness.	Description.	Question.	Page.
Colonel the Hon. William E. Sackville-West.	Principal agent on the Penrhyn Estate and County Councillor, Lime Grove, Bangor.	11,939	541
Rev. Robert William Griffith	County Councillor and Congregational Minister, Bethel, Llanddeiniolen.	12,248 and 12,395	554 and 561
Owen Evans	Landowner, Broomhall, Pwllheli	12,338 and 12,521	558 and 567
John Jones	Tenant farmer, Ty Cnap, Llanwnda	12,398 and 12,455	561 and 564
Evan Roberts	Labourer, formerly tenant farmer, Bryn'rOdyn, Llandwrog.	12,431	563
Edward Humphreys	Licensed victualler and tenant farmer, Royal Victoria Hotel, Llanberis	12,529	568
Daniel Jones	Freeholder, Glanrafon, Clynnog	12,716	575
Henry Jones	Tenant farmer, Llys Arthur, Clynnog	12,745	576
William Jones	Tenant farmer, Brynhafod, Clynnog	12,786	578
John R. Jones	Tenant farmer, Maesglas, Clynnog	12,849a	580

Sixteenth Day.—Carnarvon, Thursday, September 21st, 1893.

Name of Witness.	Description.	Question.	Page.
William Arthur Darbishire	Quarry-owner, landowner, and estate agent, Nantlle, Penygroes, R.S.O.	12,850	582
Thomas Williams	Corn and coal merchant, Portdinorwic	12,943	587
Richard Owen	Printer and bookseller, Llanberis	13,007	590
Thomas Edwards	Tenant farmer, Gwynfaes, Llanllyfni	13,081	594
John Bryn Roberts, M.P.	Member for Eifion Division of Carnarvonshire, Bangor.	13,122	596
Capt. Niel Patrick Stewart	Agent to Mr. Assheton Smith, Bryntirion, near Bangor.	13,273, 13,374, and 13,635	609 616 and 627
William Owen	Farmer, Caenewydd, Chwilog	13,303	611
Rev. Howell Roberts	Calvinistic Methodist Minister, Clynnog	13,337	613
J. R. Jones	Tenant farmer, Maesglas, Clynnog	13,360	614
Thomas Williams	Butcher, late tenant farmer, 73, Pool Street, Carnarvon.	13,635 and 13,652	627 and 628
J. H. Roberts	Solicitor (representing the Rev. Phillip Constable Ellis), Carnarvon.	13,655	629
John Jones	Tenant farmer, Ty Cnap, Llanwnda	13,691	631

Seventeenth Day.—Llanrwst, Friday, September 22nd, 1893.

Col. Charles A. Wynne Finch	Landowner, Voelas, Bettwsycoed	13,692 and 14,096	632 and 645
Owen Hughes	Farmer, Pantyffridd, Llansaintffraid Glan Conway	13,935	640
Roger Hughes	County Councillor, Eglwysfach	14,026	643
Henry Curr	Agent to the Gwydyr Estate of Lord Ancaster; Pitkellony House, Muthill, Perthshire.	14,103 and 14,356	645 and 654
Robert Roberts	Tenant farmer, Tai Hirion, near Bettwsycoed	14,220	649
Col. the Hon. William E. Sackville-West.	Agent to Lord Penrhyn and County Councillor, Lime Grove, Bangor.	14,260	651
John Pritchard	Tenant farmer, Penygarth, Llanddoget	14,283	652
Owen Owen	Tenant farmer, Maesygarnedd, Llanrwst	14,332 and 14,358	653 and 654
David Williams	Tenant farmer, Tuhwntirafon, Llangerniw	14,365	655
Maurice Owen	Tenant farmer, Ty Celyn, Llanddewi, Llangerniw	14,387	656
John Jones	Tenant farmer, Felinuchaf, Llanrwst	14,427	657
William Jones	Nantyglyn, Llanrwst	14,464	658
John Griffith	Tenant farmer, Caemelwr, Llanrwst	14,487	658
Richard Jones	Schoolmaster, School House, Gwytherin	14,525	659
Lewis Roberts	Tenant farmer, Gelli, Capel Garmon	14,563	660
Robert Hughes	Tenant farmer, Cae'rfaban, Maenan	14,591	661
Thomas Williams	Tenant farmer, Orseddgricyn, near Llanrwst	14,612	662
David Jones	Tenant farmer, Tai'nyfoel, Capel Garmon	14,622	663
John Edwards	Tenant farmer, Dylasa ucha, Pentrevoelas Road	14,642	663
Major Samuel Sandbach	Landowner (and agent), Hafodunos, Abergele	14,725	666
E. J. Williams	Local agent for the Ysbytty portion of Lord Penrhyn's Estate, County Councillor, and tenant farmer, Rhydlanfair, Bettwsycoed.	14,848	672

Eighteenth Day.—CONWAY, September 23rd, 1893.

Name of Witness.	Description.	Question.	Page.
Rev. W. Venables Williams	Chairman of Colwyn Bay Local Board, Colwyn Bay	14,882	674
H. D. Pochin	Landowner, Bodnant Hall, Eglwysbach, R.S.O.	14,904	675
Hugh Owen	Freeholder (formerly foreman carpenter on Voelas Estate), Snottyn, Llangwstenin, near Conway.	15,047	681
John Jones	Tenant farmer, Glyn bach, near Conway	15,205	687
Thomas Hughes	Tenant farmer, Bryn-siri Gyffin, Conway	15,228	688
John Jones	Shop keeper, formerly tenant farmer, The Shop, Mochdre, near Conway.	15,260	689
Colonel the Hon. William E. Sackville-West.	Agent to Lord Penrhyn and County Councillor, Lime Grove, Bangor.	15,528	700
Hugh Williams	Tenant farmer, Eglwysbach	15,293	690
John Davies	Tenant farmer, Brynmynan, Glan, Conway	15,363	692
Ellis Pierce ('Elis o'r Nant')	Bookseller and newspaper correspondent, Dolwyddelen	15,480 and 15,541	697 and 701
Thomas Williams	Retired farmer, Pistillgwyn, Dolwyddelen	15,542	701
Ellis Williams	Tenant farmer, Bertheos, Dolwyddelen	15,620	706
Robert Williams	Tenant farmer, Tanycastell, Dolwyddelen	15,625	706
Henry Curr	Lord Ancaster's agent for Gwydir Estate; Pitkellony House, Muthill, Perthshire.	15,628	706
John Blud	Market gardener and dealer, Idsall House, Abergele Road, Colwyn Bay.	15,671	708
C. H. Darbishire	Chairman of the Penmaenmawr Local Board, County Councillor, county magistrate, quarry-owner and manager.	15,714	712

Nineteenth Day.—TOWYN, October 4th, 1893.

Dr. Richard Thomas Jones	Medical practitioner and County Councillor, Penygarth, Harlech.	15,749	715
Rev. W. Davies	Calvinistic Methodist Minister, Llanegryn	15,842	718
R. Foulkes Jones	Head-master of Llwyngwril Board School	15,939	723
David Edwards	Tenant farmer, Pant-yffa, Llwyngwril	16,044	728
E. Edward Williams	Tenant farmer, Hendre Eirian, Dyffryn	16,064	729
David Humphreys	Tenant farmer, Tirgawen, Llanegryn	16,085	730
Evan Evans	Tenant farmer, Gesail, Towyn	16,112	732
John Humphreys	Coal, lime, bricks, and manure merchant, Towyn	16,127	733
William Lloyd	Formerly tenant farmer, Llangelynen	16,136 and 16,167	734 and 738
Owen Slaney Wynne	Late agent to Sir Watkin Williams Wynn; Doluwcheogryd, Dolgelley.	16,162	736
John Morgan	Son of tenant farmer, Felin Ynys, Bryngrug	16,175	738
Richard Gillart	Agent to the Dowager Marchioness of Londonderry, Machynlleth.	16,257	743

Twentieth Day.—BALA, October 5th, 1893.

Richard John Lloyd Price	Landowner, Rhiwlas	16,261	744
Thomas Davies	Tenant farmer, Fedwlwyd, near Bala	16,450 and 16,528	755 and 760
Colonel Edward Evans Lloyd	Landowner, Moel-y-Garnedd, Bala	16,476	757
David Roberts	Tenant farmer, Tyn-y-bryn, Rhyducha, Bala	16,542a	761
Robert Evans	Tenant farmer, Cryniarth Mawr, Cefnddwysarn	16,587	763
John Jones	Labourer, formerly tenant farmer, Bala	16,623a and 16,685	766 and 771
Edward Edwards	Farm labourer, Maes-y-fallen, Bala	16,678	770
John Jones	Tenant farmer, Berthlafar, Bala	16,693	771
John Lloyd	Tenant farmer, Pen-y-bryn, Llandderfel	16,761	773
Thomas F. Rowlands	Tenant farmer, Werglodd-ddu, Llanuwchllyn	16,768	774
Colonel Hugh Robert Hughes	Land agent, Estate Office, Wynnstay, Ruabon	16,791	777
Mrs. Gwen Jones	Tenant farmer, Gelli Isa, Bala	16,799a	778
Edward Watkin	Agent for the Rhiwlas Estate; Tyn-y-pen, Bala	16,828	779

Twenty-first Day.—Bala, Friday, October 6th, 1893.

Name of Witness.	Description.	Question.	Page.
Colonel Hugh Robert Hughes	Estate Office, Wynnstay	16,908	784
Thomas Edward Ellis, M.P.	Member for Merionethshire, Cynlas, Llanderfel, Corwen.	16,910	784
William Jones	Land agent, valuer, fire loss assessor, and farmer, 50, Chester Street, Wrexham.	17,128	807
William Watkin	Land agent (agent to the trustees of the late Mr. Huddart, of Brynkir), Muriau, Criccieth.	17,288	814
John Thomas Jones	Farmer, Chairman of Pwllheli Board of Guardians, Criccieth.	17,329	817
Robert Jones	Land agent, Festiniog	17,339	817
Richard Roberts	Tenant farmer, Ty Gwyn, Trawsfynydd	17,441	821
Robert Owen Jones	Labourer, formerly tenant farmer, Plascanol, Minffordd, Penrhyndeudraeth.	17,446	821
Edward Griffith	Landowner, Dolgelley	17,453	822
Alderman John Hughes	Tenant farmer, Hafod Fawr Isaf, Festiniog	17,483	825
William John Kerr	Agent to Mr. Oakley, Tan-y-bwlch	17,538	827
Thomas Ellis	Tenant farmer, Cynlas, Llandderfel, Corwen	17,544	829
Mrs. Elizabeth Jones	Tenant farmer, Efel Isa, Bala	17,574 and 17,699	831 and 837
William Robinson Lawford	Agent to Lord Harlech, Underhill, Oswestry	17,604	832
Walter B. C. Jones	Land agent to Mr. Ellis Nanney, Criccieth	17,624	833
Owen Robert Hughes	Tenant farmer, Gwernddwyryd, Portmadoc	17,655	834
Edward Watkin	Agent for Rhiwlas Estate; Tyn-y-Pen, Bala	17,697 and 17,701	836 and 837

Twenty-second Day.—Bala, Saturday, October 7th, 1893.

Owen Slaney Wynne	Late agent to Sir Watkin Williams Wynn; Doluwche ogryd, Dolgelley.	17,705 and 18,352	838 and 869
Sir Henry Beyer Robertson	Landowner, Pale, Corwen	17,707	838
Thomas Jones	County Councillor, land valuer, and farmer, Brynmelin.	17,768 and 18,356	841 and 869
John Williams	Retired tenant farmer, 8, Tegid Place, Bala	17,828	844
William Buckley	Agent to the Aberhirnant Estate, Bala	17,868	840
Robert Wynne	Tenant farmer, Clegir Canol, Bettws Gwerfil Goch.	17,973	850
Rowland Davies	Tenant farmer, Rhydygethin, Llandrillo	18,014	852
Robert Roberts	Tenant farmer, Hengaer Isaf, Llawr-y-Bettws, Corwen.	18,031	853
William John Kerr	Agent to Mr. Oakley, Tan-y-bwlch	18,100	857
W. T. Rowlands	Yeoman, Tan-y-coed, Maerdy, Corwen	18,109	858
Thomas Owen	Tenant farmer, Cwm Isa, Cynwyd	18,153	860
Edward Davies	Tenant farmer, Bodynlliw, Bettws G. G.	18,190	862
Oliver Evans	Agent to Lord Bagot; Bodlondeb, Ruthin	18,277	865
John Williams	Late agent to Sir Watkin Williams Wynn; Gwernhefin, Bala.	18,294	866
Evan Jones	Tenant farmer, Rhydybòd	18,367	870
William Richards	Tenant farmer, Gwernbrychdwr, Corwen	18,389	871
Robert Roberts	Tenant farmer, Blaengwnodl ucha, Cynwyd	18,417	872
R. Gillart	Agent to the Dowager Marchioness of Londonderry, Machynlleth.	18,427	873
R. Foulkes Jones	Head-master of Llwyngwril Board School	18,480	876
D. R. Parry	Tenant farmer, Rhydyfen, near Bala	18,491	877
Richard John L. Price	Landowner, Rhiwlas, near Bala	18,492	878
T. E. Ellis, M.P.	Member for Merionethshire, Cynlas, Llandderfel, Corwen.	18,508	879
Colonel E. Evans Lloyd	Landowner, Moel-y-Garnedd, Bala	18,511	881

NOTE.

Where evidence has been given with the intention of rebutting, explaining, or supplementing any statement previously made before the Commission, a reference to the Question at which the original statement was made has been inserted in the margin, and where such rebutting, explanatory, or supplementary evidence has been given prior to the final publication of the original statement, a cross reference to the former has also, so far as possible, been inserted in the margin opposite to such original statement.

D. LLEUFER THOMAS,
Secretary.

MINUTES OF EVIDENCE

TAKEN BEFORE THE

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE.

FIRST DAY.

The Town Hall, Cowbridge, Glamorganshire, Tuesday, 23rd May 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Chairman.

Gentlemen, before I make any observations, and before the Commission opens, I think, in the name of my brother Commissioners, I may say that we congratulate ourselves on the attendance that we see here to-day; it shows that a very general interest has been taken in the subject, and it encourages us in our labours which we most honestly hope will be conducive to the public good.

Before we commence the examination of any witnesses who are prepared to give evidence, I think it expedient to make one or two observations, and in these observations I have the entire concurrence of all my colleagues. We have talked over these observations, and what I have the honour to say in their name is entirely and heartily agreed to by us all, although the substance of what I have to say may probably be well known to most of those who are interested in the enquiry which we are about to undertake.

I will now proceed to recapitulate what has already appeared in the Press, but what perhaps it may be advantageous to us all to run through again. First of all, with reference to the procedure. We have decided that all meetings of the Commission for the purpose of taking evidence should, unless otherwise ordered, be open to the Press and to the public. We have also decided, in accordance with the course pursued by similar Royal Commissions, that the examination and cross-examination of witnesses by counsel should not be allowed. We were guided to this conclusion more especially by the precedents of the Devon and Bessborough Commissions, the two Crofters' Commissions of 1883

Chairman—continued.

and 1893, and the Housing of the Poor Commission—all Commissions the scope and nature of whose inquiry were in many respects similar to those of the present one—and also by the precedent of the Welsh Sunday Closing Commission, upon which the propriety of admitting examination by counsel was raised, and was unanimously decided in the negative.

We do not anticipate that the Commission can be made the means of any unfair attack on the character or conduct of any individual, but, in case any individual should feel himself aggrieved by any statements which he believes to be unfounded, we provide the following checks, which we believe will be adequate for the prevention of pain or injury. In the first place, permission will be given to any person present at any sitting to put questions in writing to any witness through me, the Chairman, the Commissioners reserving to themselves the right of deciding whether such questions be permissible or not. Secondly, the Secretary has been instructed to send notice forthwith to every person whose character or conduct is impugned by the statement of any witness, thus giving such person an opportunity of explanation, or of rebutting the charge either personally or by letter. Next, the Secretary has received several letters promising friendly co-operation, for which the Commission is very much obliged, in reference to our sittings in Glamorganshire. There are a good many of them, but the only one that in our judgment calls for especial notice is that from Mr. Edmund Vincent, who writes on behalf of the Landowners' Association of South Wales and Mon-

Chairman—continued.

mouthshire. With your permission I should like to read this letter, which is in the following terms; it is directed to me:—"On behalf of the "Landowners' Association of South Wales and "Monmouthshire, I offer my respectful thanks "for permission given to make this brief "statement. It is concerned with the following "points: First, the Association, albeit young in "point of time, represents a large number of "landowners possessed of great and small "estates, and I am expressly instructed to say "that it is the desire of this Executive Com- "mittee to afford all possible assistance to the "Commission towards the common object of "discovering the truth. Secondly, an idea "appears to prevail in some quarters that this "Commission exists for the purpose of trying "contentious issues either between political "parties or between landowners and tenants as "opposed to one another. The corollary to "this wrong idea is the suggestion that, in "some form or another, tenants who offer "evidence may suffer resentment from their "landlords. On the part of my Association, I "am instructed to repudiate this idea absolutely "and to say that, apart from the fact that "witnesses before Royal Commissions have "abundant protection, it is the desire of the "owners composing this Association, that every "witness should give evidence with a feeling "of absolute security that he will not suffer in "any way. Thirdly, the fact that no evidence "will be offered by members of this Association "during the present sittings of the Commission "must not be misconstrued, as it has been, into "a manifestation of hostility to the Royal "Commission. Such a manifestation, indeed, "would be absurd, having regard to the fact that "early in the year 1892, an application for the "appointment of a Commission was made to "the late Government on behalf of a very large "number of Welsh landowners. The only "reasons why evidence is not offered now are: "(1.) That we are aware that the Commission "is abundantly provided with evidence for the "purpose of the present sittings; (2.) That it "is physically impossible for us to present, "upon notice so brief—I received the complete "syllabus on May 5th—only evidence of that "complete and accurate character which is "indispensable. It may be said that, if tenants "can offer evidence now, landowners ought also "to be in a state of preparation, but the cases "are of essentially different character. Indi- "vidual tenants may have specific grievances "concerning which they have a right to com- "plain, but a glance at the syllabus suffices to "show that to answer the various questions "therein contained must require, particularly "in the case of large estates, elaborate investi- "gation of books and estate records. Such "investigation is now being made in the case "of hundreds of estates in South Wales, and "the results of it will be submitted to the "Commission in a form as complete and as "concise as possible. Let me add that I have "pledged myself at the Secretary's request to "fill up two whole days in London in July "with Glamorganshire evidence, and that it is "our earnest hope that the Commission will sit "again in Glamorganshire at some convenient "time, after the corn harvest for choice, in "order to inquire more completely than can be "possible in the course of a week, into the very "important questions which are raised in the "syllabus, and into one or two other points, "undeniably material to the terms of reference, "which have been omitted, by accident no "doubt, from the syllabus. Such a course "would, I am sure, be satisfactory, I will not "say to all parties to the issue, but to every "person who is interested in the inquiry." That is signed by Mr. Vincent, the secretary of the Landowners' Association of South Wales and Monmouthshire.

Chairman—continued.

Well, gentlemen, the Commissioners were anxious to begin their work without any delay, but we were aware that the fact of our having visited Glamorganshire so early may have made it difficult for all the evidence to be prepared. Under these exceptional circumstances we are willing, if it is so desired, to make further arrangements for taking evidence with regard to this county. We wish it, however, to be distinctly understood that we are in no way laying down any precedent. Our rule must be that at each sitting local evidence should be given representing all phases of opinion, and that in the event of any witnesses failing to give evidence it must not be assumed that we can make arrangements for giving them a further opportunity of doing so.

There is only one other matter upon which I need touch, that is concerning the protection of witnesses which has been referred to in Mr. Vincent's letter. Experience has shown that, unless witnesses speak out boldly and without fear, inquiries like the one we are engaged in are futile. We have no reason to believe that undue pressure will be brought upon any class of witnesses or any individual witness; nor have we reason to think that the giving of evidence by any person in this county will lead to his being in any way injured. But it is, of course, possible—we cannot shut our eyes to what has before now taken place in regard to affairs of this kind—that some men are less scrupulous than others, and that it is possible that witnesses who speak here what is in their minds may be subjected to loss and annoyance. We desire, therefore (and it is our duty to do so), to point out that the recent Act, the Witnesses' Protection Act, 1892, affords a remedy adequate to meet any ordinary case.

I have only one more word to say now. In order to avoid waste of time, and in order to guide the Commissioners in conducting this inquiry, we cannot emphasize too much the desirability of attention being given to the direction printed on the Heads of Inquiry. The direction printed on the Heads of Inquiry is:— "In order to guide the Commissioners in their "examination of witnesses, it is requested that "persons desiring to submit evidence should

Chairman—continued.

" forward to the Secretary (6, Old Palace Yard, " S.W.) the names and addresses of the witnesses " proposed to be examined, together with a " brief statement of the heads of the evidence " which they are prepared to offer."

Gentlemen, that is all I have to say, and now, without any loss of time, I think we had better set to work; and we propose to call on the first gentleman who is prepared to give evidence before us. I have been told that, for general convenience, Mr. Edward John has requested that he be examined first, and I shall ask Mr. Edward John, if he is present in the room, to take the witness's chair and give his evidence.

Mr. *John Llewelyn* (the Mayor).

My Lords and gentlemen, before you proceed to call on Mr. Edward John, I desire to offer on the part of the corporation and town of Cowbridge a hearty vote of thanks to you for opening the Commission here. We consider Cowbridge to be the centre of one of the most important agricultural districts in the Principality, and we are very pleased that the work of the Commission should be begun here. I am sorry that the Commissioners have reconsidered their decision to hold two days' sitting here, but I have no doubt they have done what they considered was best. All I wish to do is to offer a hearty welcome, and I trust that your labours will be productive of much good.

Chairman.

Mr. Mayor and gentlemen, in the name of my brother Commissioners I have to thank his worship the Mayor and the corporation of Cowbridge for their hearty welcome and the vote of thanks, for which we are very much obliged.

Mr. EDWARD JOHN called and examined.

Chairman.

1. You are a seed merchant and agent for agricultural implements?—Agent and seller to all the principal makers of the United Kingdom.

2. You live and carry on business at Cowbridge, and you know the farming condition of the district well?—I do, and for the purpose of this Commission I have acted as organising secretary to the Vale of Glamorgan Tenant Farmers' Association.

3. The first question I shall have to ask you is under what conditions or circumstances in your opinion is the land best cultivated in this district?—What question do you refer to now? Is it a question on the syllabus or a direct question to me?

4. Is there any land in this district of which you are aware not cultivated at all?—Yes.

5. What land is that?—Common land to a great extent.

6. What can you tell us about commons or land that was commonable in this district?—In some instances some of the common land has been enclosed and very largely. In some instances the whole of the commons have been enclosed in different parts of this locality.

7. Were recreation grounds or allotments for the use of the labouring poor apportioned when these common lands were enclosed?—The interests of the class you refer to were not sufficiently protected.

8. Are there any recreation grounds or allotments in existence now?—There are not. There are a few allotments allotted to squatters at different places.

9. But no recreation grounds?—No recreation grounds.

10. Were there any squatters' cottages or other dwellings erected on these wastes?—Yes, a considerable number of them.

11. How were they dealt with?—In my opinion recently very harshly.

12. Do you know any instances that you can give?—Yes, several.

Chairman—continued.

13. Will you give us one?—For a number of years squatters, as we call them, had enclosed portions of land abutting on commons, or portions of the commons, for which they paid a chief rent for a number of years. These enclosures have not taken place recently but they have been held by some owners or different owners for a great number of years, and during the last four years to the surprise of everybody the lord of the manor took and sold the whole of the squatters' cottages and the enclosures—honestly speaking, he confiscated the whole lot of them in this immediate neighbourhood.

14. Were these enclosures under the Acts of Parliament or otherwise?—I could not tell you, my Lord. They were in existence, and a great deal of hardship was at the time felt very strongly by everybody.

15. The commonable land is what you particularly desire to give evidence upon?—I do.

16. Is there any other statement you would like to make about it?—I certainly would, my Lord. I should be very emphatic upon this point. I do not know where the remedy will come. I have said there was hardship, and particularly so where the cottagers had built houses on them—good substantial houses—and were paying chief rents on those, no doubt under the impression that they were the actual owners by paying the chief rents. Then after paying the chief rents for a number of years and occupying the cottages upon the supposition that they were the real owners, these cottages and allotments were sold and the money went to the lord of the manor. I may, perhaps, remark that we, the committee I represent, do not consider that the rights of the public have ever been sufficiently protected in the enclosure of commons in allotments. Generally speaking the allotment that I am speaking of, and that I can give evidence of, was the allotment where these cottagers and others were given the worst piece of the common.

17. That is your opinion?—It is a fact.

Chairman—continued.

18. Can you give us any instances from your own personal knowledge of that?—I can. At the enclosure of that piece of ground known as the Golden Mile, the allotment given to the cottagers was mostly old quarry and waste.

Chairman.

I think those are the leading points of your evidence. Now I shall ask Lord Kenyon to put to you any more questions he may desire.

Lord *Kenyon.*

See 1762–1804, 5746, 25,573, 26,731.

19. Who is the lord of the manor?—The Marquess of Bute that I particularly refer to as confiscating the property.

20. How long have these squatters' cottages been built?—In the whole of my recollection, that is, during the whole of my lifetime.

21. Have they paid chief rents since they built them?—Yes.

22. They considered that they belonged to them?—They did, my Lord.

23. You generalised it and said: "Many enclosures." Can you specify them at all?—Oh, dear, yes. I can specify enclosures on what we call the Stalling Down, and in the whole of the neighbourhood down from here to Llantwit Major they are very numerous.

24. These were all done under the Act of Parliament?—I do not know whether it was under the Act of Parliament. I do not know what right the lord of the manor had to sell them but they were sold.

25 The common was enclosed under the Act of Parliament?—This common in question has not been enclosed.

26. It is sold, although unenclosed?—It is still open, still unenclosed.

Mr. *Brynmor Jones.*

27. You have used the word "common." Do you mean by that the waste of some manor in this neighbourhood, or do you mean simply land that has not been enclosed?—That is so; land which has not been enclosed.

28. What is the name of the manor which you have been referring to in your answers to Lord Kenyon?—In the manor of this immediate neighbourhood the lord of the manor is the Marquess of Bute; then I should assume it was his Lordship's manor.

29. When you refer to enclosures as having been made by the tenants or the squatters, you mean that they built on and put up some kind of fence round a portion of this waste land?—Exactly so.

30. You have used the term "chief rents"?—I have.

31. To whom was that rent paid in the case you are thinking of?—To the lord of the manor.

32. To whom? Give me his name?—To the Marquess of Bute.

33. What was the name of the agent?—The present agent is Mr. Corbett.

Mr. *Brynmor Jones*—continued.

34. Do I understand the effect of what you have been saying rightly to be this, that after these people had built upon this waste land and enclosed it, and paid rent to the agent of the Marquess of Bute, there was a sale, and they were turned out?—That is so. In some cases I may point out the owners bought them during the sale.

35. The sale took place by auction in lots?—Yes.

36. At Cowbridge?—At Cowbridge.

37. And some of the squatters (we will call them squatters for convenience) bought the tenements?—They did.

38. I do not quite understand you; I think there has been some little confusion about the word "enclosure." Lord Carrington was asking you a general question about the enclosure of common or commonable lands. Have you any evidence to give us about the general operation of an Enclosure Act?—No, I have not.

39. Has there been any common near Cowbridge which has been enclosed by Act of Parliament within recent years?—There has.

40. What is the name of the common?—The common we call the Golden Mile.

41. Do you remember what year it was that that enclosure took place?—No, but I should say 25 to 30 years ago.

42. You remember the circumstance yourself?—I do very well.

43. Was there any provision made for a recreation ground under the Act?—There was supposed to be; I do not know; I could not tell you if there is one in existence now or not.

44. Assume that in the Act there was a provision for the use of a certain portion of the waste land proposed to be enclosed for the purposes of a recreation ground: in fact were the provisions of that Act carried out?—I think so, to a certain extent.

45. Where was the recreation ground; what bit of land was it?—Allow me to remind you that I am speaking as near as possible of the fact, and my impression is that there was a rumour at the time that there was a certain portion of this ground devoted to recreation ground for Cowbridge. Whether it was carried out I do not know.

46. Do you live in Cowbridge?—I do.

47. And if there was any provision for recreation ground, although you have lived here so many years, you do not know where it is?—I do not know it.

48. Can you speak as to any allotments under that particular Act?—Yes.

49. Where were the allotments provided?—The allotments were provided on a portion of the ground where stone quarries were in existence previously.

50. Was it land suitable for allotments in your judgment?—Certainly not. I may mention that the Marquess of Bute is not the lord of the manor of that particular common we are talking about now—I mean the Golden Mile.

Mr. *Brynmor Jones*—continued.

51. The Golden Mile Common you are talking of is in the parish of Colwinston?—Yes, Colwinston.

52. That waste or common ground is not at all the waste ground you were referring to in reference to your evidence as to squatters?—Exactly so; it does not refer to it.

53. Where is the waste ground you are referring to where these people squatted?—Within a mile of the town, and extending from here down to Llantwit Major, you may say; at different spots here and there.

54. Not one big place?—Oh, dear no; different squatters' allotments and cottages.

55. That is to say, that there were, either by the side of the highways or in between different fields, different portions of waste lands which apparently formed no portion of any holding?—Exactly so.

56. And people built upon them?—Yes.

57. You do not speak as to occupation under Head 3 at all, do you?—No, I do not. I may tell you that our committee are trying to assist you as much as possible. We had a committee of nearly 70 farmers, and the evidence that I was deputed to give you was up to "occupation."

58. Are you able to tell us (I daresay there may be some other witness who will tell us, but I may just ask you the question) whether in this district in which we are now holding the enquiry there are many small estates?—Oh yes, several.

59. Are there many instances of what we may call yeoman property?—No.

60. But there are small estates?—Yes, there small estates. There are a few yeoman properties, but not general.

61. Does any difference of language become a factor at all in this part of the country?—No, I think not.

62. Lord Kenyon suggests to me to ask you who the lord of the manor of the Golden Mile Common was?—I could not tell you [Alderman *Thomas Rees*, of Cowbridge, interposing:—A Mr. De Burgh Thomas, who is now dead; it now belongs to Pritchard].

Mr. *J. M. Griffiths.*

63. Can you tell me whether these squatters were admitted to the court leet by an order such as is customary in other manors?—I think not.

64. Is there not a court held by the lord of the manor?—Yes, there is.

Mr. *Seebohm.*

65. We have been speaking generally of commons. I rather gather from your previous answers that the commons which you speak of are not commons over which there has been a common of pasture, but little bits by the wayside?—I mean commons where enclosures have been taken along the commons, as mentioned by the gentleman who last asked me questions.

Mr. *Seebohm*—continued.

66. Are these commons from which these enclosures have been made by the squatters grass land?—Grass land.

67. Entirely?—Entirely.

68. Have you in your recollection had any commons here which were agricultural land—arable land?—No, never.

69. You do not know in this part of the world of the system of having a common open field divided up into strips over which the tenants have common rights after the crop is removed?—No, I do not.

70. Have you ever heard of any in this neighbourhood?—Yes, I have heard within 3 or 4 miles of this town that common allotments were given to cottagers; I think it was in the neighbourhood of a parish called Ystradowen.

71. Of ancient standing?—Simply allotments for garden purposes.

72. Then at present the commons that we are speaking of are entirely grass commons?—Entirely grass commons.

73. Who would have the right of common over them; everybody living in Cowbridge?—No, the copyholders, and the brinkers who are not copyholders.

74. The copyholders of that particular district?—The copyholders of that particular district.

75. The brinkers are those who live on the edge of it?—Yes.

76. They have the right of grazing cattle or sheep?—Cattle or sheep, or horses.

77. Under a common herdsman?—No, I think under the control of some officer appointed at the court.

78. Strictly a manorial right—strictly under the manor?—Under the manor.

79. And confined to the tenants of the manor?—Yes.

Mr. *Grove.*

80. Do you know anything about Penlline Common?—I do. See 540–560.

81. When was that enclosed?—I should think in the year 1854 or 1855.

82. Some part of it was let out for gardening allotments, was it not?—It was.

83. Was there a certain portion in amount in lieu of tithes put on to each of these allotments?—I could not be certain of that; it is so very many years ago.

84. Do you happen to know whether the part that was used as gardening allotments for the labouring poor was treated differently to lands close by, allotted out otherwise?—Yes; in some instances it was very successfully used as gardens; in some instances, not the whole of it.

85. Do you know anything of the Treoes allotment?—I do.

86. Are the conditions much the same there?—Much about the same, with the complaint that the allotments given to the cottagers were subject to floods, and were of very little value to them.

87. Do you know anything of the lordship of Ruthin?—I do not.

Mr. *Grove*—continued.

88. You speak of common lands having been enclosed. Could you tell us about the date when they were enclosed; could you especially allude to one or two, and give us the dates when they were enclosed?—I should think the Penlline Common was enclosed in 1857 or 1858.

89. Do you know anything about Stalling Down?—I do.

90. Is Stalling Down enclosed?—It is not, only portions of it.

91. Who exercises the right of pasturage over that?—The copyholders and the brinkers.

92. Then as to the part you spoke of where the allotments were given in the old quarry end on the common; was that Colwinston?—Colwinston.

Sir *John Llewelyn.*

93. I think you said there was an Enclosure Act about 25 years ago?—Yes, I did.

94. Do you know anything about the awards that were made at that time?—No, I do not.

95. I suppose when the Act passed certain awards were made giving the lord of the manor certain rights, and, I presume, under the Act of Parliament protecting the public?—Exactly so.

96. You do not know where those awards now are?—The complaint as to the awards at the time, if my memory serves me, was this: that in most cases the lord of the manor had got his proportion, the copyholders got their proportion, and the allotments due to the poor were usually the worst pieces.

97. I rather gather from what you say that the public rights were not sufficiently protected at that time?—Yes, I do say so distinctly.

98. Who was the lord of the manor of the Golden Mile?—At that time Mr. De Burgh Thomas, now dead.

99. Now it is in other hands?—Yes.

100. It has only been recently fenced in?—For a number of years, I should think 25 years.

101. As long as that?—Yes, quite as much as that.

102. Do you know the lord of the manor of Stalling Down?—Yes, the Marquess of Bute.

103. You also mentioned some other portions between here and Llantwit Major which were unenclosed. Is that the same lord of the manor?—Yes, the same lord of the manor.

104. How long ago is it that what you claim as rights of the squatters, the people who had built upon the unenclosed land, were sold?—I should think it would be four years ago.

105. Was any exception taken then to the legal status?—There was no particular exception taken, but there were grievous complaints at the time and a great deal of hardship occasioned.

106. Were they sold by public auction?—They were sold by public auction.

107. Were there any complaints made at the public auction?—I think not.

Mr. *Brynmor Jones.*

108. I suppose that there were under the Enclosure Acts to which you have referred awards made in accordance with the usual machinery?—I think so.

Mr. *Brynmor Jones*—continued.

109. Do you recollect whether, in regard to the enclosure of Colwinston and of Penlline, to which reference has been made, there were any provisions for the appointment of trustees?—No, I do not.

110. In whom is the recreation ground that we have been talking of vested now—the Golden Mile Common?—I do not think it has been vested in anyone. It is left as a piece of waste, and not cultivated.

111. Take the case of the allotments. What arrangement was made about them?—In some of the Colwinston allotments, with a great deal of labour, the cottagers did utilise them and cultivate them successfully.

112. Were the allotments annexed to the occupation or the ownership of the particular cottage, or what was the arrangement? I refer to the Golden Mile. You told us there was a recreation ground provided under that enclosure, and also some ground near a quarry for allotment?—Yes, garden allotments.

113. It has been suggested to me to try and find out a little more in detail as to the allotments. Is the allotment ground vested in any trustees?—That I could not tell you. [Alderman *Thomas Rees*, interposing:—I do not know whether I should be right in putting before you what I know with regard to this particular allotment.]

Secretary.

The Vicar of Llangan has just handed to me a copy of a Return made in April 1877, to the Inclosure Commissioners with reference to the Golden Mile Common Inclosure, the award of which is therein stated to have been confirmed 10th August 1871. The Return consists of replies to a series of questions as to the management of two allotments made to the Churchwardens and Overseers of the parish of Colwinston, one measuring 2 acres, for field gardens, and the other measuring 4 acres for a recreation ground.

See 54

Mr. *Brynmor Jones.*

114. I have here handed in a list of allotments on Treoes Moors, in the parish of Llangan, in the county of Glamorgan, awarded under the Enclosure Act for the manor of Penlline, Coston, and Llangan, in the county of Glamorgan, confirmed the 1st day of March 1860?—I may remind you at once that I do not know anything of the particulars and the details of the allotments; I simply deal with the question generally as common and waste land. I was not prepared to come and give evidence as to details. I will tell you that at once, and it may save the Commissioners' time. You could hardly expect me to know the particulars of such a document as that.

Sir *John Llewelyn.*

115. I understand the gist of your evidence is this—that the enclosures which have been made recently are *ultra vires*?—Exactly.

116. Outside the powers of the rights of the property in the lord of the manor?—What I would call attention to is this: first of all we were discussing the first part of the syllabus

Sir *J. Llewelyn*—continued.

referring to common lands. I understood you to refer to the effect on adjoining land. The first question is, What advantage is it to a farmer to be adjoining common land? I was going to say there was an advantage.

Mr. *Brynmor Jones.*

117. I understood you, as Sir John Llewelyn appears to have understood you, that these cottages of the squatters had been in the first instance built upon these waste lands without consent?—That would be the fact.

118. But that notwithstanding that fact they then go and pay rent, and I was going to ask, with permission, whether you could give any light upon this matter; did any legal proceedings take place?—No. It was the general impression and opinion at that time that there was a great hardship inflicted upon these people, who really thought they were the owners of the cottages and enclosures at the period that they were sold by the lord of the manor; there was a great deal of talk about it at the time.

119. Do you mean that they thought they were the owners in fee simple?—Yes, in fee simple.

120. Why did they pay rent?—They paid the manorial rents to the lord of the manor's agent; some from a shilling to four and five and ten shillings a year.

Chairman.

121. I think, Mr. John, you have given us a very fair statement of all you know on this subject. Is there anything more you wish to say?—I think not. I should simply like to go as far as "occupation" on the Syllabus, if you will allow me. I have finished when you come to occupation.

122. There is nothing more you wish to say on the commons point?—No.

123. I think you have given us your evidence very clearly, and we are very much obliged to you. Can you give us any evidence upon any other point?—On one question which is put in the Syllabus.

124. On which other clause would you like to give evidence?—Ownership.

125. You leave occupation out altogether?—Yes, that is for other witnesses. There is a question in the Syllabus: "The rents of farms adjacent to common land." The answer to that question is that the rents are generally more for farms when they are adjoining common lands.

126. Where there are rights of pasture over sheep runs, &c., in whom are such rights vested and subject to what payments and conditions? Are they without stint, or how are they limited?—There is a certain limit as to the number of sheep that each copyholder has to graze on the commons; but I say more particularly there is the advantage to owners or farmers having land adjoining to the commons; it is an advantage to have pasturage on the commons when their farms adjoin the common lands.

Chairman—continued.

127. What is the effect of these rights of pasture over sheep runs on the rents of adjacent farms?—An increased rent.

128. I suppose into the general condition of sheep farming you do not intend to go?—I do not.

Mr. *Seebohm.*

129. In your opinion, would it be an advantage to those farms which lie on the side of the Common to have a particular part of that Common allotted to them, or do you mean that the advantage lies in having a larger space open to several occupiers?—I think the advantage lies in this, with reference to the privilege of running so many sheep, that they would save their own pasturage by running over the common land.

130. If the common land were divided, and they have a certain number of acres allotted to their own sheep only, would that be an advantage or not?—No, certainly not. I have an answer again to the question, "Where land is "held by small or large, by absentee or resident "landowners." The opinion of our committee is that large managements are certainly the best; that is the experience of most of the farmers in this county.

Chairman.

131. That the management of large landowners is the best?—Yes.

132. And resident?—Yes, exactly. Another question is, "Where there is a difference of either "language, politics or religion, between the "landlord (or an agent) and the tenant (or pro-"posed tenant)." Our opinion is that "very "often religious and political differences have "had a detrimental effect on the letting of "land."

133. Have you any instances?—Yes, I have.

134. Give them?—I may say I have instances which I can give you; very strong instances.

135. Have you anything to say about agencies?—I have. That question is, "Where agents "are employed, have they received any special "training for the supervision of agricultural "land?" The opinion of my committee is very strong upon that point. They say that "the appointment of inexperienced agents has "been most detrimental to the best interests of "both landlords and tenants, and we consider "that practical and experienced land agents "should be appointed." My Lord, I may tell you with reference to that, that there is a strong opinion of our committee that land agents should have a special training as regards farming itself, and other works appertaining to the repairs of farms. The farmers as a rule find great hardship in having inexperienced agents for the reasons I have given you, and it is essential, I think, in the best interests of everybody connected with farming land that the agent should have full and great experience not only in measuring building and land, but that he should be a practical farmer as well?

Chairman.

I think we are all unanimous upon that point.

Lord *Kenyon.*

136. Is it the rule that agents should not have experience?—Oh, yes.

137. You think a number of agents have not experience?—Oh, dear, yes; one quarter do not know anything about it.

138. I am sorry to hear it?—So are a great many farmers.

Mr. *Brynmor Jones.*

139. You mean special experience?—My contention is this: it is quite essential that a land agent should know about the tillage of the soil as well as other work in connexion with the farm. They might advise a bad tenant very often.

140. There have been instances in which agents without that practical knowledge which you think requisite have been appointed?—Oh, yes, there have.

Mr. *Richard Jones.*

141. How does the number of landowners at present compare with what they were about 25 or 30 years ago?—Very near about the same in this neighbourhood.

142. Have a good many estates been sold?—A few.

143. Bought by the large landowners?—Yes.

144. Who are the owners; are they successful tradesmen who have bought property, or are they persons who have inherited the property?—The farmers who have bought property are very rare indeed, but in most instances successful tradesmen bought when in the market.

145. Are there any successful tradesmen who have bought large estates?—Yes, there are some.

146. What kind of landlords are those?—Sometimes they are exceptionally good.

147. You referred to the question, "Where "there is a difference of either language, politics, "or religion between the landlord and the "tenant." Do you know of any instances where the landlord or the agent has tried to ascertain the politics and religion of a tenant when there was a farm to let?—I do.

148. And in that case it acted detrimentally to the applicant?—Yes, I think so.

Mr. *Grove.*

149. As to the point put by Mr. Seebohm with regard to enclosures, you said you would rather have common rights in common with others than have a special piece enclosed?—No; I said nothing of the kind.

Mr. *Grove*—continued.

150. Then will you kindly explain that point?—I do not know that the question was asked in that way.

151. That was the intention of Mr. Seebohm's question, and it is rather an important point to have your opinion upon?—I think the best interest of the whole neighbourhood is that all its land should be enclosed.

152. And apportioned?—And apportioned; apportioned fairly and honestly.

Mr. *Griffiths.*

153. Are these gentlemen you are speaking of who have not received this special training called in to value the farms?—Oh, no. I think as a rule they employ practical valuers.

154. On both sides?—On both sides. They are bound to, because lots of them do not know anything about it themselves.

Chairman.

155. There has been a question put in by Mr. Vincent which I think the Commission will agree to. Will the witness specify instances in which politics and religion have operated prejudicially to the candidate for tenancy?—I certainly can give the names; but in the interests of those persons, I am quite prepared to give them to the Commissioners, but not publicly. I think it is very clear that there must be reasons for it. The persons I refer to are still tenants of the farms.

Mr. *Brynmor Jones.*

156. Is it on your own account, or on account of the persons to whom you are referring, that you are reluctant to give this information?—The people I am referring to. I have not the slightest hesitation about giving it myself, I may say.

Professor *Rhŷs.*

157. Did I rightly gather from the tenour of your evidence that you admit that the sale of the unenclosed land was conducted according to law?—Exactly so.

158. But that you complain of the whole proceeding and the law as well as occasioning hardship?—That is so.

The Commissioners retired to consult.

Chairman.

On the question of the specification of the instances in which politics and religion are alleged to have operated prejudicially to candidates for tenancy, we have talked the matter over, and it must be distinctly understood that the Commissioners are in no way anxious unduly to press any witness. That I think is perfectly well understood but under the

Chairman—continued.

Chairman—continued.

circumstances, we invite Mr. John if he can obtain the consent of the parties that are alleged to have been injured to furnish the Commission with the names and the particulars of each case in writing. Of course, the permission of the parties concerned must be obtained.

Witness.

I certainly will, and I quite agree. I do not think these assertions should be made publicly without being able to be borne out. It is not an allegation of my own, but given us in committee, and I believe it is authentic.

159. You will see into that?—Yes. One word more about common right. I want to point out the peculiar hardship the squatters have had for a number of years. A squatter on the Ruthin Common occupied a piece of land for which he was paying half a crown a year to the lord of the manor, and the lord of the manor is the Marquess of Bute. That is called the Ruthin Common. 18 years ago he built a house upon that piece of waste land that he had been paying half a crown a year for. Four years ago, during the sale of these exceptional properties in the neighbourhood, this house and land was advertised for sale. The owner then of Craig-yr-eos, that is the name of the place, went and reminded his Lordship's agent that he told him he could build a house there, and upon that promise they have given a life lease only, but he is still paying the half a crown a year for the chief rent, and it was only on reminding him of the promise he is now there by a kind of life lease in it. That is another instance of what has happened on commons.

Re-examined. 25,661, 25,762.

Witness—continued.

The witness withdrew.

Mr. *Brynmor Jones.*

I should like to say that the award made in pursuance of the Enclosure Act of the manor of Penlline and Coston and Llangan has been produced, and is dated the 1st of March 1860.

Mr. *Brynmor Jones*—continued.

Mr. D. J. JENKINS called and examined.

Chairman.

160. I believe you are a tenant farmer and land valuer, and that you live at Great Frampton, near Cowbridge?—That is so.

161. You are also vice-chairman of the Cowbridge Farmers' Club?—I am.

162. You have come here prepared to give evidence of the chief rents under "occupation" and "cultivation"?—That is so.

163. I should like to ask you a question or two about the occupation and I will leave the cultivation to my friends who have a more practical knowledge of this district than I have. What is the usual date of entry in your district?—The 2nd of February as a rule. The exception would be the 25th of March.

164. Is it a general rule to let farms on leases or annual tenancy?—Annual tenancy.

165. Are people anxious for leases in the neighbourhood?—Scarcely any.

166. But they would be readily granted if they were?—I should think they would.

167. Have changes in tenancy become more or less frequent than in former years?—Very much more frequent.

168. To what reason do you attribute that?—I attribute it to the fact of land having risen in rent from the year 1875 or thereabouts or prior to that—1872 or 1873—and since 1875 I think a general depression has set in and necessitated the existing tenant either having a reduction, or being unable to pay his rent. When application was made to his landlord as a rule he scarcely saw the necessity until unfortunately the tenant was unable to pay the existing rent and in some instances it led to the tenant having to give up his farm. The hardship I would complain about is this, that the new tenant not only would have the farm at a very considerably less rental than his predecessor, but that he would have all improvements or very many improvements of his farm that the late tenant had asked for in vain, and that has been the cause of the change.

Chairman—continued.

169. Now, a question about agreements. What are the usual conditions of tenancies in this district?—In a yearly tenancy it generally is granted by a lease and in those years I am speaking of they were rather stringent leases, and, I believe, were a hardship upon a tenant. I might say that they have been simplified a very great deal of late years as a rule.

170. Were any of the clauses in these agreements generally considered oppressive or not, or generally pretty fair?—There were a good many that were generally considered oppressive.

171. Are there any particular clauses that you can bring to mind?—There are. The tenant would be restricted from selling any hay or straw. I think that a very considerable hardship, because the tenant might import or bring on to his farm very considerable manurial value and yet he is restricted from selling. I was going to speak as to game, but that has been modified; some would be reserved, and would be very often causing unpleasantness.

172. Is that agreement of not selling straw off the farm in this district very stringent?—I do not know that it is now, but in days gone by it was very stringent and such clauses inserted in leases were very general.

173. As regards the amount of rent asked for a farm, is it fair?—At the present moment?

Chairman—continued.

174. Yes, at the present moment?—I think on properties that are extensive with large owners there is very little to complain about.

175. Is the rent usually fixed in a lump sum or generally taken at so much per acre?—Generally a lump sum.

176. So much per farm?—Yes.

177. Do you think the rent of the smaller tenantry higher than on the large farms?—I do certainly.

178. What proportion: have you any idea?—I can scarcely give the proportion.

179. It certainly is higher?—Certainly.

180. Have rents been raised as a rule or in particular cases within the last 50 years?—Oh, very considerably from the years I have spoken to—from 1872 or so.

181. Have you individual instances of any farm you know of or that you have been connected with?—A great number.

182. What sort of increase of rent has been charged to your own knowledge?—I should think 30 per cent. in those years.

183. The last 50 years?—Well, during those years. I am speaking of 1872 or thereabouts, when rents were increased very considerably.

184. 1872?—1872 and up to 1875.

185. You think as a practical man that rents have gone up 30 per cent.?—Certainly from a prior date say—1870.

186. What is about the size of the farms—what sort of average size are they?—An average of about 250. We have some exceptional ones of 700 in the county, but very few.

187. Were those originally small farms consolidated and thrown into one?—That I could not speak about. They are the same size as I recollect them.

188. They are few and far between?—Very few; there are not above half-a-dozen in the county.

189. One or two questions about cultivation. Are the improvements in your district generally made by the landlords or the tenants? Who have generally made the improvements in your district, the landlords or the tenants?—The landlords so far as permanent buildings are concerned.

190. And draining?—Very little draining in our neighbourhood in my time.

191. Is there anything as to custom that you would like to speak to, anything like the Lincolnshire custom?—There is a custom applied to drainage, which is, I think, a very good custom. It runs over a period of 14 years if done by the tenant and according to the number of years he has enjoyed it, so it is diminishing, and at the end of 14 years any claim ceases. The custom generally I would like you to lead me as to and ask me any question you wish.

192. About allowances to outgoing tenants. Are they pretty liberal?—I think they are under our custom.

193. There is no tenant right or anything of that sort?—Oh, yes.

194. What allowances are made?—In what particular direction? He is allowed for all tillages; they have to be estimated by the valuers according to their worth and cleanliness and so on, and manurial products left in the ground, the growing crops, the seed, and the sowing and the harrowing or whatever it may be that was necessary in putting in the seeds.

195. Are any further improvements made by the tenants?—There is nothing in our custom that would apply.

Professor *Rhŷs.*

196. I am not sure that I understood one of your answers. I think you say that the incoming tenant would benefit greatly by his predecessor going out who was unable to pay the rent. Would not the custom come in here and compel the incoming tenant to pay the full value of the unexhausted improvements?—I did not at all intend to imply that the incoming tenant would benefit, but what I did wish to convey was that the outgoing tenant suffered by his landlord not meeting him to such an extent that he has of necessity to let his farm to the incoming tenant and where the outgoing tenant has been a resident in the farm for a number of years and has improved the farm, I think it is a great hardship that he is denied the continuance of that tenancy under terms allowed to his successor who is an utter stranger.

197. You meant that there is a reduction of rent to the incoming tenant?—As a rule.

198. You would probably say that the reduction had better have been made to the old tenant?—Well, as a natural consequence. That is what I give as the more frequent cause of the frequent changes.

199. Would you say that the value of the land here generally would vary very much?—Yes.

200. What I am coming to is this: why is the rent usually fixed in a lump sum and not at so much per acre?—I take it that the man who is an applicant for the farm estimates himself what it is worth per acre; he would possibly get the map and see what acreage was pasture and what arable, and he would put so much, and he would arrive at a lump sum, and that would be the arrangement between himself and his landlord.

201. Do you think he would go through the process of saying, "Here are so many acres of "good land and so many acres of bad land," and so on?—I should think he would be a very unfit candidate for a farm if he did not.

202. Are all the rights of the outgoing tenants valued or is anything fixed, one third and one fourth, and so on? In a word do the unexhausted improvements all pass through the hands of valuers?—Oh, yes, certainly. You have to get the statement and vouchers for the statement from the outgoing tenant.

203. Is the Agricultural Holdings Act an improvement on the custom or *vice versâ*?—The custom here is better. In my opinion certainly I might say the Agricultural Holdings Act is more complicated than we in this part of the country are able to construe as being possibly

Professor *Rhŷs*—continued.

intended. I know of an instance where the valuers have thought fit to bring in the Agricultural Holdings Act and mix it up with the custom. I do not think this would be quite the place to ask how far the custom would be allowed to override the Act or the Act to override the custom. I will give you an instance where I acted in a valuation, and I took particular care. It is necessary to give two months' notice of claim under the Act prior to the expiration of the tenancy. I made the valuation for the outgoing tenant, and I carefully avoided claiming for anything under any portion scheduled under the Act, and yet the gentleman who acted as umpire varied that and introduced the Act. I might say that this man held his farm without any agreement. There was a counterclaim, and he thought it right to allow so much of the counterclaim. I may say it was for dilapidations in old fenced walls—banks which might have been in the state that they were 50 years ago, for all I know; judging by the appearance they had not decayed in very recent years. That outgoing tenant was made to pay for those dilapidations. I was under the impression that he, holding it without an agreement, was always subject to 12 months' notice under the Act, and there had been no agreement that six months was to be sufficient, and I should have thought that tenancy could have been put an end to by 12 months' notice. I thought it a great hardship that he should pay for dilapidations where the owner had the opportunity of seeing the general decay year by year, and did not put an end to the tenancy, nor did he complain to the farmer, but waited until the tenant went out and then put in this claim. My claim amounted to 75*l.*; I forget the counterclaim; but this man eventually got 14*l.*—he did not go to a court of law, but he eventually got 14*l.* out of what I considered he should have had, which was 75*l.* I refer to this, because if it is right it has upset all calculations in these cases.

204. Considering you have a custom, what is the importance here of a yearly agreement between landlord and tenant?—I do not know, so far as the custom is concerned, that there would be any more importance under any circumstances, under a lease, for instance, because the outgoing tenant, according to our custom, is entitled to improvements so far as the tillage of the ground is concerned, but not improvements so far as building is concerned. There is nothing in our custom that goes for enlarging buildings or anything of that kind.

205. You suggested that the landlord might have seen that these dilapidations were going on, and that it would have been a kindness on his part to have called attention to them sooner. Does that bring us to the question of inexperienced agents?—I do not know that it would; in this case certainly not; the landlord was the agent himself, he represented the property himself.

206. Do you consider that a good state of things where the landlord is himself the agent or *vice versâ*?—*Vice versâ.*

Mr. *Grove.*

207. With regard to No. IV. of the Syllabus as to cultivation, and these various points, do you think with regard to the question of scarcity of labour that there is sufficient labour in the district?—There is at present.

208. Generally?—Yes, but we are close upon a mineral district, and when things are going well in the hilly district we suffer a great deal from the scarcity of labour. That is not the case at the present moment.

209. Is there any land going out of cultivation, or being insufficiently cultivated?—None at all.

210. Has any waste land been reclaimed by tenants within your district within your memory?—Yes, small plots on roadsides.

211. Is there still much waste land that could be reclaimed, taking the district generally?—Well, a few common lands.

212. Now with regard to game. That has not been touched upon. That is No. 3. Is game preserved by the landlord in this district?—Not generally.

213. Do tenants generally avail themselves of the provisions of the Ground Game Act?—They do in some cases. I do not know that it is very general, and it strikes me very forcibly that they have but a very small opportunity of so doing, because it seems that they can either kill them themselves or depute one another to do it. If they are restricted to that—I am only enlightened upon this in consequence of this inquiry which came up amongst ourselves the other day—I fail to see how he can keep the rabbits down, for instance. I am only complaining of the Act. It does not give sufficient opportunity to the tenant. Why may not he have some friends and destroy those rabbits, and if the Act is to be any good to the sitting tenant I should think he ought to have; one man cannot keep rabbits down, certainly.

214. Is there much damage done by game in this part?—Very little, with very few exceptions.

215. Then as to fruit culture; is there much fruit cultivated?—No.

216. Is the climate suitable for fruit here?—I think not.

217. Then the question of railway rates. Are the railway rates excessive in this part?—They are in this immediate part.

218. Are they so excessive that farmers are driven away from the railway and use their own teams whenever they possibly can rather than go near the railway?—Yes, that is so, unless they have a very long distance to go.

219. Then, naturally, you have to keep more horses for that?—Yes.

220. Taking your own individual case when you use the railway: have you a copy of the Act bearing upon this particular line should you wish to see what exactly they could charge you by Act of Parliament?—I have not.

221. Could you give us any instances where an excessive charge is made—from what station to what station?—I think I must leave it to those who will succeed me and to yourselves as

Mr. *Grove*—continued.

well; there has been other evidence upon that. I think it would be to a certain extent wasting your time to ask me.

Mr. *Seebohm.*

222. With reference to the question of tenant right, I think you are satisfied with your tenant right in this district?—We are.

223. There is no particular suggestion you wish to make?—As to improving the custom?

224. As to improving it?—Yes, certainly. For instance, since wheat has been reduced so much—the British grain, at any rate—there has been a great deal of land laid down to pasture, and it takes a good many years before it becomes of any real value as pasture; indeed, after a lapse of two years there is a certain period of another five or six years where it is of very little value indeed. It depends upon the soil, and the outgoing tenant or the sitting tenant to improve that manures it considerably. There is nothing to compensate the outgoing tenant for laying down the land into pasturage, which is an acknowledged improvement at the present price of corn.

225. That would not be met by the Agricultural Holdings Act?—No. You are speaking of the Act of 1883?

226. Yes.—You have the consent of the landlord for so treating the land, in fact, and then I am not sure that it does not lapse after a period of 10 years.

227. It would be probably difficult to make any legislative change which would meet all the difficulties between landlord and tenant?—I should think it would. I thought you referred to whether our custom required improvement or not. I certainly think that would be an improvement, and there are others.

Mr. *Richard Jones.*

228. You say that the date of entry is February 2nd?—Yes.

229. What are the advantages of entering at that date rather than Lady Day to the incoming tenant?—The advantages to the incoming tenant are very considerable, according to my way of thinking. For instance, when he has possession on the 2nd of February he has all the early spring opportunities of putting in his corn for the succeeding harvest time.

230. Anything else?—I do not know that there would be.

231. With regard to the question of rents, you say that they were advanced about 30 per cent. about the year 1872?—Yes.

232. Have there been abatements, and to what extent?—Do you mean permanent reductions?

233. No, abatements?—Yes, varying from 5 to 15 per cent., or possibly more. There are a very few instances above 15 per cent.

234. There are none above 15 per cent.?—I will not say none, but very few. I do not know of any except it was Lord Tredegar's.

Mr. *R. Jones*—continued.

235. Have there been any permanent reductions?—There have.

236. To what extent?—A considerable extent, that is, comparing 1872 with the present time, and that has been the means of a great number of changes in tenancies.

237. What do you consider the amount of the value of the produce from the year 1872 to the present time? How does it compare at the present time with the years 1872 or 1875?—During those years the wheat has sold at as much as 8*s.* a bushel. It now sells at 3*s.* 6*d.*; barley has been sold at 6*s.* 3*d.* during those years; it now sells at 3*s.* 6*d.*

238. That is nearly a fall of 50 per cent.?—It is more than 100 per cent. in wheat.

239. What is your style of cultivation? Is it the four-course system?—Yes.

240. Is it varied at all?—Yes.

241. In what way?—In growing two white crops, for instance; and, unfortunately, that has been another cause of land becoming of so much less value, very much worked out sometimes, and where opportunity allows (where you have a very bad landlord) the sitting tenant as a natural consequence leaves as little for his successor as his knowledge will allow him to do. That is where the influence of a bad landlord comes in.

242. What advantage is it to the sitting tenant to leave as little as possible if he gets compensation for unexhausted improvements from the incoming tenant?—Because he will have taken out that which he cannot possibly be compensated for, even under our custom, if he has farmed highly.

243. Are you allowed to sell seed hay?—I farmed under one landlord where I was not; neither were any of the other tenants. I might say it is an estate which is not a very extensive one.

244. Is the farming in your neighbourhood conducted as neatly as it used to be?—Are farms as well kept?—Yes, certainly, as a rule, with the exceptions that I am speaking of, when there is not a good understanding as between landlord and tenant.

245. Then you know nothing about the labour problem here?—I do most certainly.

246. You do not suffer here from insufficiency of labour?—Not at the present moment. I think I pointed out that we live close on to a mineral district, and when times are pretty good there the men get very much more money, and they go into those districts and we often suffer from a scarcity of labour to a great extent.

247. You do not at the present time?—At the present time we have an abundance. The very bad state of things generally accounts for it.

248. Where do you get your men when the works go well; where do you draft the men from?—We have to put up with the men that remain, and have, as a rule, to increase their wages a little. It has that tendency.

249. Do you find enough men to conduct your operations on the farm?—We find others come round and they are very inadequate, but

Mr. *R. Jones*—continued.

still we have to put up with them when there is a scarcity of our native labour.

250. What is the average of the rate of wages?—For a man living in his own cottage and having his own food, 15*s.* would be the general wage.

251. Have you any servants living on the farm?—Yes.

252. What do you pay those?—I think a very high wage, as much as 10*s.* a week and their food and lodging, and even more.

253. Do you find the soil as productive now as it used to be?—I think so, if it is as honestly treated, and as liberally treated.

254. You think the seasons have not affected the productiveness of the soil?—I have no reasons to think it has affected the soil, but it has the crops, that is to say, the fruitfulness.

255. Do you find animals thriving as well now on grass land as, say, 20 years ago?—Not in the wet season they certainly do not.

256. Unfortunately we happen to have had wet seasons?—Yes, there have been a number of years of wet seasons, and I think they may have deteriorated the pasture.

257. Are you well supplied with serving maids?—No, very badly. It is most difficult. I know many farms which have not a single servant girl, and very often there is only one where they should have two, and would be glad to get two and pay them.

258. Is there any branch of farming you have been obliged to abandon in this neighbourhood owing to the scarcity of women?—No.

259. Has there been, or is there still any sheep-milking here?—When I said none I was glad that you asked me that question. That has had to be given up to a great extent in consequence of non-ability to get servant girls.

260. Of course, you consider that a loss?—A very decided loss.

261. A considerable loss?—A considerable loss.

Mr. *Griffiths.*

262. You mentioned just now that tenants did not apply for leases as they formerly did?—I did not put it in that way. I did not say what they had formerly done. I say they do not generally apply for leases.

263. Is it because the times are so depressed?—I should think so. I should be very sorry to hold a farm under a lease with a downward tendency in the value of the land.

264. What do you consider the average value of the corn land in the district?—15*s.* an acre, speaking of the corn land in its entirety, not as combined with the pasture.

265. Are the agents as a rule specially trained?—As a rule I think so, but it is not a rule without an exception.

266. Not when you have solicitors for agents?—Unfortunately that is so, I think that is not fortunate to the tenant.

267. Not beneficial to the tenant?—Not beneficial.

Mr. *Griffiths*—continued.

268. Do not things run so smoothly with a solicitor as agent as when you have a practical agriculturist as agent?—I would not consider a solicitor a gentleman educated, as one of the questions asks, for that particular business. I think it is necessary that an agent should be a very practical man indeed, so far as all branches of agriculture are concerned.

269. Is there any difference between the freeholders and the under-tenants as a rule?—No.

270. No differences?—I should think not. Nothing to my mind would beat the tenant farmers in this particular district under the four-course system, and they do it exceedingly well. Two-thirds of the root for sheep and feed them with corn and cake, and it is the general habit in this part to treat the land so.

271. Has the question been asked you before or not: what is the average size of the farms in this district?—It has been asked, and I think I put it about 250 acres. Perhaps I am rather high, I daresay I am. It would be a very difficult thing to average. When I leave out half-a-dozen farms that would exceed 300 acres, possibly there would not be an average of 200, or not above, at any rate—perhaps 200 acres.

272. Are there as many roots grown in this neighbourhood now as formerly?—More. It depends how far you go by the word "formerly."

273. You were speaking of 40 or 50 years ago?—Oh, dear, yes. It was the rule to fallow the land for the wheat, and now roots are grown.

274. Whom do you employ generally to haul your turnips?—We farmers employ a certain number of labourers that do it as a rule. If not, you have plenty of outside labour for that kind of work. We have to pay a little more than we did.

275. Did you not have women years ago to do this work?—It was prior to my time, although I have known it in a few instances, especially when they have gone in with their husbands and children to single out plants.

276. What is your experience of the Agricultural Holdings Act?—Well, not a very pleasing one.

277. It is not so good as a tenant would like?—Certainly not, and I think that is very generally acknowledged by those who know our custom.

Mr. *Brynmor Jones.*

278. In what respect do you say that the regulations of the Act are less advantageous than the regulations, according to the custom to which you refer?—That is rather difficult to answer. We find our custom so advantageous to all parties that the valuers, as a rule, have set their faces against that Act, and they are doing their best—and I hope they will be supplemented by the landlords and the tenants—to exclude it as much as possible, because we consider our custom so very good.

Mr. *Brynmor Jones*—continued.

279. Section 6 of the Agricultural Holdings Act enacts that the measure of the compensation under this Act for tenant's outlay shall be the value of his outlay to the succeeding occupier?—Yes.

280. Is not that the essential principle of this custom of Glamorgan?—That is one of them. I do not know that it is as good as applied to tillages. I might say the Act is better than our custom, so far as that portion is concerned which you have just read. It provides for any corn or cake consumed on the land, provided it is bought. At the passing of the Act of 1883, Lord Coventry allowed his tenants to claim for unexhausted stuff if grown on his property, and I know of no other exception. I think it is a hardship that it necessitates the corn or cake being bought before you have the claim.

281. Do you recollect any cases in which the valuers have found difficulty in arriving at an adjustment of the compensation?—Very frequently; in very many instances.

282. It does not often go into court, you think?—It very seldom goes in court.

283. As I understand the operation of the custom, the landlord is responsible for the compensation, although, in fact, it is usually paid by the incoming tenant?—That is quite right.

284. But it is the landlord who is really responsible to the outgoing tenant?—The landlord is responsible to the outgoing tenant. The outgoing tenant need not of necessity acknowledge the incoming tenant at all.

285. In practice, is the compensation arrived at between valuers appointed by the incoming tenant and the outgoing tenant?—That is the rule.

286. And then if the valuers disagree, an umpire is appointed?—Yes.

287. Is there any customary method of enforcing that, short of going to law?—Yes.

288. What takes place practically?—That the outgoing and the incoming tenant sign a document appointing the two valuers, and give them power, in the event of their being unable to agree, to appoint an umpire.

289. The outgoing tenant remains in the house for a certain time after the legal expiration of the tenancy?—He remains in the house until the 1st of May following.

290. Supposing the compensation is not paid by the 1st of May, and he has to leave the house, there is no guarantee for the payment of his amount except the personal ability of the landlord, or the personal ability of the incoming tenant?—No, nothing; they would go to court as a natural consequence if it is so prolonged.

291. You have heard of such cases?—Yes.

292. Do you not think that some simple procedure in a court of justice would be a good method?—I daresay it would.

293. In the first instance, I mean. Supposing the valuers cannot agree at once, would it not be expedient for the court to appoint an umpire, say the county court, or the petty sessions?—I fail to see why they cannot agree, because they can appoint an umpire.

Mr. *Brynmor Jones*—continued.

294. If the court intervened at an earlier stage it would be more simple, because the award of the umpire would be treated as an award at once without any further proceedings?—It has to be done within a certain time.

295. There is a most elaborate procedure given in the Act of 1883?—Yes.

296. Which is enforceable through the county court, and a very expensive method it is, as we all know under that Act. I was suggesting to you a possible improvement, and I am anxious to get your opinion upon it?—If there could be anything of the kind; but I am afraid we must wait for those improvements from you and others.

297. Do you, as a practical man, see any great objection to that? Supposing the valuers do not agree, may it not be expedient for the farmers in question to at once go to the court, say the county court or petty sessions, and ask for the award of an umpire, whose judgment shall, *ipso facto*, have the effect of a judgment of the court. Let me put it again. Instead of the valuers appointing an umpire, whose award, if it is necessary to enforce it, must be enforced in a court of justice, would not it be expedient to provide machinery by which the valuers might at once go to the court and get an umpire appointed, whose award would have the effect of a judgment?—It might be. I would not like to pass an opinion. I find we have never a difficulty in appointing an umpire, and I fail to see why he should not arrive at his award.

298. There is no difficulty in arriving at his award. The question I put is by way of a suggestion for improving the machinery of the Agricultural Holdings Act, 1883, instead of under that Act going to the county court?—I daresay you are right, but I would not pass an opinion upon it.

299. I think you made a suggestion about the Ground Game Act. You say it is not worth much to the tenant?—I think it is of very little worth to him.

300. Do I understand that you suggest that he should be able to authorise anyone he likes and as many persons as he likes to kill the ground game?—Provided he superintended it and saw that the men did not destroy other game. I would not like him to be allowed to run riot all over the farm, but to keep down the rabbits. I think he should be entitled to employ whomsoever he likes to do it.

301. I certainly understood you to suggest that it would be expedient to alter the Act of 1880?—I think it would be an advantageous alteration if it gave the tenant a greater power.

302. The greater power, I suggest, would be the power to authorise any persons he liked?—I fail to see why he should not. He feeds them, and I fail to see why he should not have his friends to kill them. I may as well tell you I never suffer by an over-run of rabbits. I wish I could see 100 on my farm sometimes, but I never see one. I should like to feed them

Mr. *Brynmor Jones*—continued.

and enjoy them with my friends, and to enjoy the sport myself, not forgetting my landlord.

303. Has a case come under your notice in which the outgoing tenant has not obtained what was ordinarily considered a fair compensation?—If I thought he had not it has been the fault of the umpire, according to my lights.

304. That is not an answer to my question. Are there many complaints on behalf of the outgoing tenants?—Of course they complain, but that would be a difference of opinion as to their value of the improvements and that of the umpire.

305. Have you ever heard a tenant complain that although perhaps the award was fair enough so far as it dealt with specific matters, still it did not allow him anything for what might be called the generally improved condition of the farm?—There is nothing in our custom which acknowledges a general improvement.

306. The custom is well ascertained?—Yes.

307. I have seen awards drawn up in which there is a certain sum put against each head which would deal with the different incidence of the custom?—Yes.

308. You are a land valuer?—Yes.

309. That is how it is done?—Yes.

310. Is it customary for the umpires to give some lump sum at the end of the award for what is called generally improved circumstances?—Certainly not.

311. Do you not think that is a little hard on the tenant?—I do not think so. It may be an equal hardship on the part of the incoming tenant. It is only a supposition on the part of the valuers whether it is an improvement or not.

312. Now suppose you are speaking of an ordinary tenancy from year to year. You said the landlord effects the improvements generally?—As a rule.

313. Does that apply to the dwelling-houses as well?—Oh, yes.

314. Does that apply to fences?—No.

315. The tenant supplies the labour?—Our custom applies to that.

316. How does that apply?—It acknowledges any improvement for three years, and no more—knocking off one third for each year.

317. Take gates?—The landlords generally supply them and posts.

318. The landlord supplies the gates and posts but the tenant puts them up?—As a rule. In some cases the landlord puts them up as well.

319. As to the buildings for stock?—The landlord: it is a very unreasonable thing that the tenant should put them up. I have known in some cases a tenant has erected temporary erections for stock. That is a very great hardship. There is no custom in our part of the country to compensate him for it. It is a considerable hardship where a man is tenant, and he is apt to lay out this bit of money when times are good, and when his holding becomes of so much less value it is hard that he is not met by his landlord so as to enable him to remain on the ground and enjoy his own outlay.

320. What do you say with regard to the condition of the farm buildings in this part of the country?—They vary very considerably. In some estates they are all that can be asked for, I should think, and all that was required, but in others they are simply frightful. I have the privilege of occupying a farm; the buildings are simply a disgrace to the ground—the quality of the ground—and the acreage.

321. Have you made improvements yourself on your own account?—I have not, nor am I likely to do. I did on my late tenancy improve it very considerably, and I have laid out some hundreds of pounds for which I was not compensated.

322. How many hundreds?—I could not specify how many. I might say that the gentleman who owns the land I am now speaking of has only a life interest and I cannot expect him to lay out a lot on it. Still I suffer in consequence of the bad state of the buildings. I have 70 head of cattle, sometimes more, and my only shed room, for instance, is a place to tie 14, and one very poor open shed where you might keep perhaps a dozen cattle. I do every year winter out in the open fields 30 cattle to a great loss. If I had shed accommodation for them the farm would be a better thing.

323. How are the fences on your farm?—The fences are pretty good, but they are not as good as they would have been if there was a better understanding between my landlord and myself. I have taken particular care not to improve them at any rate.

324. What is the acreage of your farm?—245 acres.

325. How many labourers do you employ through the year, if you do not mind giving us the information?—Four, and sometimes more.

326. Are those men living in cottages near by or on your own premises?—I generally have two on the premises in the house, and two or three or four men living in their own cottages.

327. You mean cottages which they rent themselves on their own account?—Quite so. There are no cottages attached to the farm.

328. What wages do you generally pay to the off-men?—15*s.* a week.

329. What are the terms of the indoor men?—They get as much as 10*s.* a week and more.

330. They get food and lodging as well, of course?—Yes.

331. Would you say the tenant farmers of this neighbourhood do a great deal of work themselves or do they confine themselves to the superintendence generally?—They do a great deal of the work themselves. That is not a rule without the exception either.

332. Do their children help them?—They do.

333. A good deal?—A very considerable deal. I know a farm near me of 300 acres where it is worked by the father and four sons. They are scarcely ever employing outside labour, except for harvest purposes, and hoeing turnips, or

Mr. *Brynmor Jones*—continued.

something of that sort, and those men work very hard, I may say.

334. Are the sons in such cases generally paid?—That I know nothing at all about. I should not think they would have a regular wage, I daresay they are adequately paid somehow or other, but that I would not like to venture upon.

Lord *Kenyon.*

335. Who is your landlord?—I have two landlords, I should have said. Colonel H. C. Gould is my landlord who owns the house and 159 acres of ground.

336. And the other you take a certain amount of land from?—Yes, from Mrs. Mirley, 86 acres.

337. You could hardly expect Colonel Gould to attach buildings to the land of Mrs. Mirley?—No.

338. Are there any buildings belonging to Mrs. Mirley?—There are not, but it is a considerable addition in value to Colonel Gould that the other land is attached to it, and I have reason to think that on a change of tenancy it will not be attached.

339. What proportion does the grass land bear to the arable?—I have 114 of pasture and 129 of arable.

340. About half and half?—Nearly so.

341. Is that the average in the district generally?—It varies very considerably in different farms.

342. I suppose the corn land is going out of cultivation?—It is, to a great extent.

343. And more grass land is being laid out?—It is.

344. Do you consider the value of the grass land has depreciated?—I do not know that it has.

345. Within the last 30 years?—No, I think not.

346. You said the value of the corn land had depreciated?—The produce. I said I did not think the crops of straw had; it did not seem as if the land had got weaker, but that, nevertheless, in wet seasons there is a less yield of corn per acre.

347. You said rents had been raised about 30 per cent.?—Quite, in the years I have mentioned.

348. Have there been any reductions within the last few years?—Yes.

349. Are the rents now arrived at very much the same as what they were, say, in 1870?—Yes.

350. And coming back to very much what they were before?—Yes, and in some instances much below. I could give you instances if you thought fit to ask me.

351. You said there were some clauses in the agreements which you thought were oppressive against selling hay and straw?—

352. Have those clauses been allowed to drop lately?—I think they have not been so generally inserted in new leases.

353. Probably on account of the use of artificial manures?—I think the reason is that landlords find that land has so depreciated in value that they are glad to get a good tenant without putting those restrictive clauses in the agreement.

Lord *Kenyon*—continued.

354. But it is a fact that artificial manures are used very much more than they were 30 years ago?—Yes, 30 years ago, but not more than they were in 1872, which is the year I was speaking about.

355. And the reason of putting in that clause against selling straw and hay was directed against taking the manure off the farm?—Yes.

356. And a bad tenant might possibly sell manure off the farm?—Yes. I think a landlord is fully entitled to protect his ground against a bad tenant. I may say I know of no instance where penalties inserted in the leases have been acted upon, although as a natural consequence the clauses have been violated by selling hay.

357. Is this a dairy or stock-raising district?—Stock-raising, not much of a dairy district.

358. They have given up cheese making?—Very considerably.

359. On account of the difficulty of finding dairy-maids?—That is so. In this part of the country there was never very much cheese made, but I may tell you it was a custom to milk the ewes, and that is very much a thing of the past, in consequence of not being able to get the servant maids to attend to them.

360. Are the farm houses pretty good in this part of the country?—Yes.

361. And the labourers' cottages?—They are particularly bad, distinctly in many instances.

362. Are they better on the large or smaller estates?—Really, I can hardly draw a distinction.

363. Do the landlords in this district support the local shows?—Yes.

364. Is there much of that?—Yes, a good deal.

365. And they have a good effect?—Oh, yes, when supported by all the landlords.

366. Is there any co-operation amongst the farmers in buying?—None whatever.

367. Can you tell me if any accounts are kept. As a land valuer you must know?—Well, I am afraid not.

368. Have the labourers attached to their cottages any pasture or gardens?—Not pasture, but gardens.

369. They have good gardens?—As a rule.

370. Can they sell the produce of those gardens?—Yes, but I am afraid it pays them better to consume it. They can just grow what they require.

371. Are damsons grown in this district at all?—I do not know that they are.

372. Would there be any sale for them if there were?—I do not know that there would be. I do not think that the climate is adapted for fruit growing.

373. It seems to me, according to your account, that you would rather have the rabbits for sport and chance the trespass?—I would not like to have them if I had not the power to keep them under to a certain extent. I would like to have a few.

374. You think under the present Hares and

Lord *Kenyon*—continued.

Rabbits Bill the farmer has not sufficient power to keep them down?—That is what I do think.

375. At the same time you say you do not think there is much game trespass in this district?—It is very hard to say. I do not think there is much.

Chairman.

376. There are four questions handed in to me. The first question handed in is: What remedies do you suggest for improving the profits from land? Have you any suggestion to make?—That is a question embodied in the syllabus. It would be more convenient to answer that question if the question immediately preceding it was answered, but I will try and answer that as you put it. As to lands held by tenants under the large landowners in this neighbourhood, their rents were not as a rule raised, and have not been during my time, consequently those tenants would have something to go back upon. I would not like to say that those rents should be very much reduced, although they are being met by a rebate for the time in consequence of the depression. I am speaking of the large landlords, and they are as a rule trying to do their best to retain their tenants. I scarcely know what the remedy would be as between landlord and tenant, but there are properties held by less fortunate owners who are not as well off as the lords and landed proprietors, and their farms as a rule are higher. The remedy in this case certainly I must say, I should think, would be a considerable reduction of rent the first thing, lands that are over-rented, and that applies more generally to the small owners. As to the remedies in a general sense, the question preceding that. we suffer so much from foreign competition that I think it would be a retrograde step for us to impose a duty upon wheat, but I would suggest that there should be a duty upon manufactured articles, even if it was flour, if it was manufactured, because it does away with the industry that is necessary to convert it into flour, which might be employed here. More especially upon malting barley, that certainly when converted into beer is more a luxury than a necessity. So far as wheat is concerned it would be a retrograde step, and I would hardly advocate putting a duty on wheat. But foreign barley I think certainly ought to be taxed, and all other manufactured goods. We have had three decades of 20 years of the repeal of the corn laws. Cobden and Bright suggested that 20 years from that time all countries would be free-traded and we are suffering from the fact that they have not become so. I should like to impose such a duty on manufactured goods, and I think that would be one remedy.

Chairman—continued.

377. Are there many instances in which the tenant's family have continued on the farm for several generations?—Oh, certainly, that is so. My father occupies a farm, where I think his family have been for some 300 years—a continuous string.

378. Does a shortness of cottage accommodation cause the labourers to go into the industrial districts in preference to the farming districts?—Yes. I think the scarcity of cottages has a tendency in that direction.

379. Do the children of labourers now take to farm work as they did in former years, or have you found that they seek other employment?—They certainly seek other employment after they have arrived at a certain age, and indeed at an early age just now. And at an early age when they used to be helpful to their father's farm they are kept at school, but that, we do not complain about, although we feel we are passing through a time most awkward to the farming interests in being deprived of that help.

[Adjourned for a short time.]

Mr. George Thomas called and examined.

Chairman.

380. I believe you are a tenant farmer and land agent and valuer, and you live at Ely Farm, near Cardiff?—Yes.

381. Are you one of the representatives of the Cowbridge Farmers' Club?—I am.

382. And as their representative you are deputed and requested to speak for them?—I am. I have been requested by the Cowbridge Farmers' Club to give evidence here to-day.

383. You are, I understand, one of the oldest valuers in the county?—Yes.

384. You have had great experience in that branch of business?—Very much.

385. And you desire principally to be examined under the head of cultivation?—Yes.

386. Before we go to that I should like to ask you a question about the rents in this district. Have rents been raised generally within the last 50 years in this neighbourhood?—Yes. Rents were risen from somewhere about 1872 to 1874 and 1875. About the middle of the summer of 1875—about the 15th July 1875—we had great floods all over the country; we have never had what they call good weather ever since—that is the whole of the summer; it was St Swithin's Day, 1875.

Chairman—continued.

387. Have there been any reduction or permanent reductions since that time to your knowledge?—Not that I am aware of.

388. Not as a general rule?—No.

389. Now we will go on to the cultivation, which is the head you wish principally to give your evidence under. I will ask you about improvements. What improvements are made in your district? Are they generally made by the landlord or by the tenant?—The landlord undertakes to keep the house and farm buildings in repair generally. The tenant cultivates the land on the four-course system generally.

Chairman—continued.

knows well that he can recover in leaving his farm, the tenant right or what I call the landlord's right as well, because the landlord is always safe for his rent if the outgoing tenant is in arrears. The incoming tenant comes and pays the outgoing tenant by arrangement. We know that it is optional with the outgoing tenant whether he will settle with the incoming tenant or the landlord, but by arrangement the outgoing tenant settles with the incoming tenant if he finds that on his outgoing he has sufficient means to pay his claims.

390. Can you give us the usual custom of the country in the district as to the allowances to outgoing tenants in respect to growing crops, tillages, manure, and permanent improvements?—Yes. There is a custom prevailing from Aberavon, near Neath, to the River Rhymney, and it is as nearly the same custom beyond the Rhymney to the River Usk, in the county of Monmouth. Glamorganshire at one time reached to the River Usk, until, I think, the 34th of Henry VIII. The custom prevailing is that the outgoing tenant is paid for tillages, half tillages, manure, and unexhausted manure. If he drains the land it runs over 14 years, and it is considered that he has reaped the benefit in 14 years. For instance, if it cost 14*l.* this year, there is a pound taken off next year, and so on; the 14th part.

391. As regards permanent improvements, that is all you have to say?—Yes, that is, upon the landlord.

392. There is a question put in that I am to ask you. Are you not mistaken in saying that there has been no permanent reduction in rent in the district since 1875?—Since 1875, not that I am aware of.

393. That is your opinion?—Yes, that is my opinion.

Lord *Kenyon.*

394. No permanent reduction since 1875?—No permanent reduction, but an abatement in the rent in several cases.

395. Year by year?—No, not every year,

396. You are a tenant farmer, I think you say?—Yes.

397. Who is your landlord?—One of my landlords is the noble Lord Windsor, the other landlord is the noble Lord of Tredegar.

398. You farm two separate holdings?—No, I hold two lands, but the farm which I occupy with my home and premises belongs to Lord Windsor, and I have paid Lord Windsor 100 rents in 50 years.

399. Do you consider that there is any land going out of cultivation in this district?—I do not know of any.

400. Do you think that the state of agriculture is progressing?—I do not believe that it is progressing. The expense in cultivating the land is very much, and the price for the produce of that land is very little, more especially I mean as to arable land.

401. Is there a scarcity of labour or not in the district?—Well, labour is much higher than what it was 35 or 40 years ago.

Lord *Kenyon*—continued.

402. That would be owing to other causes, to minerals or works?—Well, we are living in a district where labour is demanded. We find that many of the men are going to the collieries, some are going into the police force, some into the towns and railways. We find that the best of our young men are leaving the country districts and going into the town districts.

403. Is that the case with the farmers' sons. Are they leaving the district and going into the towns?—Yes, farmers' sons. Sometimes they go into the police force.

404. Do not the farmers set up their sons as farmers during their own lifetimes?—No. If a man has half a dozen sons he cannot put them all on farms.

405. Does he put any of them on farms?—There may be one or two perhaps.

406. The others he does not provide for at all?—They migrate somewhere.

407. You cannot tell us where?—They go to the works or go to the towns.

408. What is your opinion as to the Glamorganshire custom? Is it better than the Agricultural Holdings Act or worse?—I say the Act passed on the 25th August 1883, what they call the Agricultural Holdings Act, is an abominable Act.

409. With regard to the game, is there much game?—Here and there, and if the game laws were done away with it would be a very good thing unless they employ respectable men to look after the game. It is frequently the case that some old poacher is appointed to be a keeper.

410. I suppose if the game laws were done away with we should be all poachers?—But I am not bound down to the game at all. I am at full liberty, and I have no agreement, and there are no agreements on the whole of the estate.

411. As to preserving game at all?—There may be a preservation of game near where the landlord lives, in that immediate neighbourhood.

412. Is there any co-operation among the farmers about here?—None whatever.

413. As to the labourer's cottages, do you think that they are satisfactory or not?—There are many of them taken down. They were old cottages, not good for much. I have been over most of the estates in Glamorganshire and Monmouthshire and a great many in Breconshire.

414. Are they satisfactory or not at the present time?—Those built in late years are satisfactory.

415. How many bedrooms would they have?—They generally have what they call a little room in front and a back room, and they have two rooms, or sometimes three rooms above.

416. Is it the rule in this part of the country for the labourers to hold their cottages direct from the landlord or are they held with the farms?—Generally from the occupier of the farm. In some cases the landlord lets the cottages, but the tenant would rather he had power over his workmen living in cottages on the farm.

Lord *Kenyon*—continued.

417. Is it the rule, supposing the cottage is let with the farm, for the tenant to do the repairs to that cottage—the farmer or the landlord?—Not that I am aware of? The landlord has to do it, but the tenant has to do the haulage for those repairs.

418. Do you think it is a hardship on the farmer if the cottage is held direct from the landlord by the labourer?—Well, I do not think that that would have very much effect.

419. You think the farmer would get his labour just as easily?—I do not think he would. He would not have power over them if they were rented direct from the landlord.

420. Which do you think is the best condition for the labourer?—Well, I believe that it is better that the labourer should have his cottage from his employer.

421. From the farmer?—From the farmer.

422. Are accounts kept by the farmers?—Very rarely indeed.

Chairman.

423. This is a question put by Mr. Vincent: are you aware that the permanent reduction of Lord Windsor's estate is 739*l.* a year since 1877?—No, I am not aware of that. I have no reduction—I am not aware of it. I know they have given a certain per-centage back on several occasions, but there is no reduction in the rent.

424. Are you in a good position to deny this statement?—I am not in a position to deny it, but I am not aware of it. That may allude to some of Lord Windsor's tenants on the hills, or in Worcestershire or Shropshire.

Lord *Kenyon.*

425. May I ask you what is the acreage of your farm?—About 100.

426. Under the two landlords?—Under the two landlords.

427. And your rent?—I have held that land under Lord Tredegar for 48 years; it is the same rent now as it was 48 years ago, it is the same rent as it was 60 years before that, and it is the same rent as it was 108 years ago.

428. What is that rent?—Sixteen shillings an acre near the town of Cardiff, within two miles of Cardiff.

429. How many acres do you hold under that rent?—I do not occupy more than 10 acres under Lord Tredegar.

430. What is the other rent under Lord Windsor?—The other rent is not yet fixed, because there is an additional 30 acres to be added now, and I must tell you that the agent told me I should have it on my own value, whatever it is. He knows I have had great experience in valuing farms for rentals, as well as other things, for railways and other purposes, and he told me "you shall have it on your own valuation."

431. You have told me that you paid 50 years rent to Lord Windsor. What has been that rent?—My rent is 80*l.* a year, and now there is 30 acres to be added.

Lord *Kenyon*—continued.

432. Eighty pounds for the 90 acres you have from Lord Windsor?—Yes, 80*l.* for about 55 acres.

Mr. *Brynmor Jones.*

433. I notice that in the evidence which you have been good enough to give, you draw a distinction between the reduction of rent and the abatement?—Yes.

434. Why, may I ask you, do you do that? Does the tenant farmer find the mere abatement of slight importance as compared with a reduction?—An abatement is given to the tenants when they are not aware that they are to receive it.

435. In the instances that have come under your notice, of abatements of rent, no notice has been given beforehand before the due date of the rent by the landlord or the agent?—Not the least until the rent day.

436. You have evidently had a good long experience of agriculture in this county, I think your experience goes back to 50 years. Have you noticed during the last 50 years that there has been any considerable change in the nature of the methods pursued by tenant farmers?—The changes have been more the last 20 years than 40 years ago.

437. In what direction are the changes? Are tenant farmers availing themselves more and more of machinery?—Some of the small farmers who have had their children perhaps working for them have been able perhaps to take larger farms.

438. I was not on that point at the moment. I was rather asking you as to the mode of farming?—I think the mode of farming is carried on as well now as it was 40 years ago.

439. Not better, but ——?—But it was not the same system perhaps 50 years ago. There was not so much of the four-course system 50 years ago as there is to-day. That is the reason there are so many root crops, and the root crop intervenes between the cereal crops, and they find the crops better, and the root crops are far better now than what they were in my memory 50 or 60 years ago.

440. Do you find the tenant farmers of this neighbourhood are ready to take advantage of new discoveries and new methods and new machines?—No, I do not know that they have adopted a system of chemistry, but they use a lot of artificial manure.

441. You do not think they do use a lot of artificial manure?—Yes, they do, for the production of root crops.

442. Now you said that the Agricultural Holdings Act of 1883 was an abominable Act?—Yes.

443. There are some clauses, for instance, which I can understand anyone fixing upon, I mean the clauses as to procedure. You remember those?—Yes.

444. Was it those clauses that your mind was fixed upon when you used that word?—I say it is more liable to lead to litigation than our custom prevailing, and the custom of the country

Mr. *Brynmor Jones*—continued.

is preferable to the Agricultural Holdings Act of 1883.

445. You mean what are called the substantial clauses of the Act are so worded as to lead to litigation?—It is suitable to many parts of England, and many parts of Wales, but not for East Glamorgan.

446. Would you, as a farmer and valuer of experience, tell me why you draw that distinction between the Vale of Glamorgan and other parts of the country?—Because we have a custom prevailing from time immemorial.

447. The mere fact that you have a custom here which you yourselves find satisfactory does not necessarily involve the failure of the Act of 1883, does it?—I do not say that, but the Act of 1883 provides that you should give two months' notice before the end of the term of the tenancy. You are to make your claim before you part with your farm.

448. I think I understand now the point you are making. You do not like those stringent clauses of the Act referring to notices?—No, I do not.

449. You do not like, I understand, the procedure clauses about the appointment of valuers, and so on? You do not like the arrangement made under the Act about that?—There is no arrangement made.

450. There is an arrangement. I will not quarrel with you about that; we will pass that by. There is a reference to the valuers and umpires?—Yes, in the Act.

451. But in the principle of the Act is there anything that you object to?—In the 44th section of the Act you will find that the landlord can distrain. If he does not distrain by a certain time he goes minus the rent.

452. What do you object to in the 44th section?—Well, it has caused many farmers, in order to meet that rent, to borrow money of money-lenders; when his landlord before could give him time to pay, and could recover in six years.

453. But that clause, as I understand the effect of it, was inserted rather to limit the landlord's powers of distress. As I understand your point, the effect of this limitation of the landlord's right has been in practice to make landlords distrain sooner than they would otherwise have distrained?—Yes, sooner than otherwise.

454. Is that your point?—That is what I am driving at.

455. That fact leads the tenant to borrow money when perhaps he would not have otherwise done it?—Yes.

456. Do I understand you to suggest that you would like a repeal of the 44th section of the Act?—Yes, I would like to have it repealed.

457. So that you would like the landlord to distrain at any time he liked by common law distraint?—Yes, as usual under the old law. We find that they go to money-lenders to make up their rents frequently.

458. So that you would rather have a power of distress for rent, for any amount of rent, however long the arrears, instead of the limited

Mr. *Brynmor Jones*—continued.

powers which the landlord has under the 44th section?—Well, you know, and I have no need to tell you, as a lawyer——

459. You are speaking as a lawyer, I presume?—I must bow to you, Mr. Jones.

460. No, Mr. Thomas, that is not the question. You have put your point about the 44th section?—I have also tried to follow Lord Bacon's advice to King James—to know as much law as to know the way to keep out of it.

461. Have you ever known the lawyer who has not given you that advice?—I like lawyers very well. I have had a lot to do with them, but I am like Lord Mansfield; I do not like to go to law with a man who has nothing.

462. I am asking you your opinion on the Act of 1883, which you have condemned so much. I am inclined to agree with you about the procedure clause from my experience, but I want to know whether you object to the method of enforcement of claims under this Act?—I object to it in this county.

463. That is because, so I understand you to say, you really prefer things to remain, so far as you are concerned, the same as they were under the custom of Glamorganshire without the powers of the Act at all?—Yes, and it is generally so in this county from Neath to the River Rhymney.

464. And is that opinion the general opinion amongst the farmers in this part of the country?—Yes, a general opinion. They would rather have the custom of the country than the Act of 1883.

465. Do not think me unduly pressing, but I still fail to understand, from what you have told me, whether your preference of the custom to the Act of 1883 is due to something essentially in the nature of the rules or incidents or whether it is a mere matter of procedure—whether it is the mere notice and so forth that you object to?—There is only one thing in the Act of 1883 that is deficient in the custom of the country. Certainly there is one thing. They allow for lime for seven years, and our custom allows it over five years on grass land. There is no allowance made for land laid down in the custom of the country, but there is a provision in the Agricultural Holdings Act for land that has been laid down.

466. I may tell you at once what is in my mind, that Mr. Daniel Owen has pointed out, if I remember aright, that the essential principle involved in the application of the custom of Glamorganshire is that involved by section 6 of the Agricultural Holdings Act of 1883?—Not that I am aware of. I have read his pamphlet.

467. Do you agree with that?—I do not agree with everything that is in Mr. Daniel Owen's pamphlet. Mr. Daniel Owen has never had the experience that I have had. I have settled more than 2,000 farms in 44 years.

468. Have you any experience of the operation of the Ground Game Act, 1880?—The Game Act, as I have said before, is a very sore point between landlord and tenant.

469. Do you suggest or do you know of any general wish for the alteration of the Ground

Mr. *Brynmor Jones*—continued.

Game Act, 1880?—Yes. I say that every occupier ought to have the right on his occupation. You go to a town, and you go to an allotment; they will not allow the game to go into that allotment. Why should not a farmer be the same?

470. You are agreed with what Mr. Jenkins said that every occupier ought to be allowed to authorise anyone to kill game?—Yes, he ought to, and if he keeps too much on his farm it is own fault. Most tenants that I have met in this and other counties are always pleased to see their landlord coming to shoot over their farm, and in fact the tenants should be the best gamekeepers for the landlords.

471. When you talk of wishing to get rid of all game laws, had you in your mind any of the laws relating to trespass in pursuit of game?—That would be done away with altogether.

472. You would like that to be done away with altogether?—Except the person who is the occupier of that land. He should have power to proceed against trespassers by some law, but I do not see that it is right that an agreement should be drawn up between landlord and tenant, and that the tenant should take proceedings against those who are trespassing on the farm that he occupies.

473. I do not quite follow that answer?—There are agreements that provide that the tenant should proceed or assist in the proceedings against trespassers for game, and there are very few tenants that would like to do so, but there are many tenants who are afraid of their agents or their landlords. They will speak behind their backs, but they will not come to a public place and speak before the public what they will say in private.

474. Do you happen to know whether in any cases compensation is given to a tenant for what may be called the general improvement of his holding as distinguished from specific?—No, I do not know of any case in our district where he has received for improvement of his holding. He merely gets the custom of the country. The custom of the country is the labour—that is, the tillage, the half tillage, the manure, the unexhausted manure, the seed sown in the land, and allowing for fences and ditches for three years. If the outgoing tenant has reaped the benefit for three years there is nothing charged, but on the hilly parts (and I have been over dozens and dozens of farms in the hilly parts of Glamorganshire) they allow for the walls 14 years, the same as we do in the vale for drainage. You will allow me to tell you that we are perfectly satisfied in Glamorganshire and the Western Division of Monmouthshire with the custom prevailing.

Chairman.

475. A question is put to you by Mr. Vincent: your farm is Ely Farm, is it not?—It is.

476. Are you aware whether 1,000*l.* has been spent in improvements and repairs on that farm by the landlord in the last ten years?—800*l.* was spent when I built the house, and Lord Windsor paid me the 800*l.* that I paid for building the house.

Chairman—continued.

477. There is another question that is asked by Mr. Vincent; are you aware that on the Margam estate four months' notice of an intended abatement was given before the last audit?—No, I am not aware before the last audit. It must be a new thing. It must be since the death of the late Mr. Talbot. I have settled some farms with Mr. Talbot in 1867, 1868, and 1869, and I am going back a long time.

Mr. *Griffiths.*

478. Do you consider that the rent of small holdings is higher than that of larger ones?—I do.

479. On what ground?—Small holdings are generally let higher than large holdings.

480. Why should they be let higher?—I suppose they are let higher, because there are more applying for the small farms than for the large farms.

481. How are they farmed? Are they farmed as well as the larger ones?—I think they do farm as well.

482. You said you paid 100 rents. How many times during that period have you had abatements made?—Two or three times. I had manure in 1845 or 1846—that was the first time that they introduced the guano into this country—from the Honourable Robert Henry Clive, the grandfather of the present Lord Windsor—instead of cash.

483. Can you give me an approximate idea as to the difference in the amount of your labour bill at present to what it was when you commenced farming?—Oh, yes. There is something more than one-third paid now to what there was then—one-third more. As to servants—servant girls,—their wages are nearly three times more than they were when I was married, 50 years last January.

484. What per-centage of your rent do you think the total of that would make?—10 per cent.

485. Do you follow me?—What per-centage of your rent has this increase in your labour bill been?—It would be about one-third more, as I have said before.

Mr. *Brynmor Jones.*

486. Mr. Griffiths asks you what per-centage does this increase of labour bear to your rent?—I understand you now. It may make a difference of about one-fourth in the rent—25 per cent.

Mr. *Griffiths.*

487. Have tenants not generally sufficient building accommodation to carry on their farming?—In some instances they have—in many in fact. There are a few landlords that perhaps have not the means of putting up buildings for their tenants.

488. Is there much attention paid to poultry farming?—Not very much.

489. Fruit?—Nor fruit, only near a town.

Mr. *Griffiths*—continued.

490. You spoke of the power of distress. Do you think that the landlord should have the preference in being able to distrain upon the tenants more than the people who lend the tenant the money to pay the rent?—I think the landlord should be the first; that is my opinion, and I consider that the landlord is a great protection to many tenants.

Mr. *Richard Jones.*

491. You have already condemned the Agricultural Holdings Act, and yet you state that provision is made in it for paying compensation to the outgoing tenant for laying down permanent pasture?—Yes.

492. And also he can recover compensation for the application of lime for seven years?—Yes.

493. Whereas your custom only provides for three years for tillages, and five years for top dressing grass land?—Five years top dressing grass land, and seven years under the Agricultural Holdings Act of 1875.

494. I want you to give me specific instances of where your custom is an improvement on the Agricultural Holdings Act?—I have told you that it is better than the Agricultural Holdings Act, except for land laid down and the lime, is only two years more—for seven years—and our custom is for five years.

495. That is a general statement. I want you to furnish the Commission with a number of specific instances?—Well, I do not know. I cannot tell you.

Mr. *Brynmor Jones.*

496. A definite point; Mr. Richard Jones does not mean a specific instance in relation to any particular farm, but some specific point—some specific incident in which the custom is preferable to the Agricultural Holdings Act?—I may tell you there is very little liming the last 15 years in this district.

Mr. *Richard Jones.*

497. Supposing I asked you this question now; in case a tenant puts up machinery, is he allowed under your custom to remove that machinery?—He is not, but if he gets the consent from the landlord under the 14th and 15th Victoria, chapter 25, by giving one month's notice he can remove it before the end of the term of the tenancy, that is if he has had written consent to erect.

498. What length of notice is required to terminate the tenancy under your custom?—Six months, the same as the 33rd clause in the Agricultural Holdings Acts.

499. Which do you consider preferable, six months' notice or twelve months' notice?—Twelve months.

500. Why?—One year's notice, then the landlord or the incoming tenant can see how the outgoing tenant farms during that year.

501. What is the reason that lime is not applied to land now as it was formerly?—Well, I cannot tell you that. They find, I suppose, that it is very expensive, and they use superphosphate of lime to a very great extent.

Mr. *R. Jones*—continued.

502. What is the custom with regard to fallowing?—The custom with regard to fallowing is is this. If you plough the land in the autumn or Christmas, a year before the end of your tenancy, you may plough it four times, drag it, roll it, and so on. If it is a bare fallow, you are allowed for all those ploughings, draggings, and rollings, and one year's rent, rates, tithes, and taxes for the bare fallow. Turnip land is allowed for the manure and tillages as well. If you consume all the roots you are allowed the full tillages, and the full manure and in some districts if you consume two-thirds of the crop, if it is a fair crop you get just the same amount for tillages and manure, perhaps 5*l.* or 6*l.* an acre. The next year (to tell how the custom is) after taking a crop of corn out you are allowed a moiety of that. If you take what is called a legume crop afterwards, there is something allowed afterwards, perhaps a moiety, but if you take two crops of clover and one crop of corn there is no claim.

503. What is your custom with regard to farm-yard manure?—Paid for. Our custom upon farm-yard manure is, if it is carried over this year, it is paid in full. If you have carried it last year, two-thirds, and if it comes to the one-third part it is considered you have reaped the benefit off grass land, but if you carry farm-yard manure and take two straw crops out, there is nothing.

504. With regard to stubble and seeds?—The seeds are sown with the corn crop generally. Then the following year it is in clover, and you may mow it twice perhaps, and then it is fit afterwards for oats as lay ground, and the expense is little when you come to the third crop. But the whole system of farming when I was a boy 50 years ago was two white crops in succession, and they fallowed the land then, perhaps every seven years, took a crop of wheat, a crop of barley, and a crop or two of clover, and then they would graze the land for two or three years, and they would plough it up and make a bare fallow of it, and lime it.

505. I want to know what compensation an incoming tenant would pay to the outgoing tenant for growing stubbles?—About 12*s.* an acre, and 2*s.* 6*d.* for dragging it, and perhaps 1*s.* 6*d.* for rolling. Then as to the fences it is paid by the perch, 18 feet to the perch, what they call lineal measure, the same as a mason's perch.

506. I will ask you a question with regard to the charges on the land. Tithes, land tax, chief rents, local rents: are they paid by the owner or the occupier?—The rates?

507. Yes?—The rates are generally paid by the tenant, by the occupier, but it is not always the case with the land tax. Some landlords have redeemed the land tax under the Act of 1793, but you will find many landlords have allowed the land tax to the tenant after the tenant has paid it, and other tenants are obliged to pay the land tax. Lord Windsor's tenants

Mr. *R. Jones*—continued.

pay the land tax, but Lord Tredegar's grandfather redeemed the land tax, and there is no land tax on his estate.

508. How does the amount of the local burdens compare now with what they were before the passing of the Education Act, 1870?—Well, they may be something more. I think, that is the School Board—where there is a School Board in the parish or where the sanitary laws are carried out—and the highway rate—the highway rate is now added to the poor rate. The highway call for the district since the Rebecca riots in 1843 is heavier.

509. On whom have the increased charges fallen—on the landlord or the tenant?—It falls on the tenant generally—the tax, that is the rates. I do not mean the income tax or the property tax—what we call the Government tax—but the rates of a parish.

510. What do you consider have been the chief causes of depression in agriculture?—That is more than I can tell you.

511. Tell us some of them?—It is more than I can tell you. I know that they are grumbling a great deal. A man named Morgan came over to this country and bought 15 ponies, and they cost him, after they landed in America, 3*l.* each for duty; and I know that I bought that in London, and the British Government gave a patent to a German to have it made in Germany [*producing railway carriage key*]. It is a simple thing, there it is.

512. Anything else?—No. I have nothing else to tell you.

513. We should like to get the point of that. What do you mean by showing us that German article?—I say they give patents to foreigners to make something cheaper than what they can do in Great Britain.

514. Why did you buy it, then?—I wanted to buy it so that I could see that it was a proper thing.

515. And you wanted to buy in the cheapest market?—I bought it in one of the arcades of London, near Regent Street, and they told me it came from Germany, and not only that, but there is the patent on this article.

Mr. *Seebohm.*

516. There are only two questions which I wish to ask. First I should like to clear up this point about the abatements and reduction of rent. As I understand it, you object to abatements as contrasted with reduction of rent, because they leave in the landlord's power the claiming of the full high rent at the end of the tenancy. Is that what you mean?—The landlord keeps the rent the same, and then he holds a power in reduction; it is not an abatement in fact. In fact I have never studied Dr. Johnson nor Dr. Kenrick.

517. But the real objection is that it keeps alive the high rent to the end of the tenancy?—Yes, that is the point.

518. The other point was with regard to labourers' cottages. You gave it as your opinion that it was best that the farmer should be the holder of the cottages?—Yes, I do believe so.

519. And on the ground that it gave you the full power over the labourer that you think is necessary for your business?—Yes.

520. Now let me ask you another question, How much notice do you give to a labourer when you discharge him?—It depends entirely how you have agreed with him. You may let his house to him at so much per year.

521. Now would you give him any compensation for what he left behind him in the shape of manure or plants in his garden when you discharge him?—I have known it to be so, more especially if he has crops in his garden the crops are paid for.

522. You do not think that the farmer being the owner or practically the controller of the cottages has in the past had the result of hardship to the cottagers?—I believe so, and I think the Allotment Act of 1888 provides for that.

523. I am afraid you do not quite understand the question. What I really mean is this. Although I can see that simply looking at it from the tenant farmer's point of view it is useful for him to have full power over the labourer, yet it may give rise to hardship to the labourer for him to be so entirely in the hands of the tenant farmer, as not only to be dismissed and lose his living, but also to be turned out of his cottage at short notice?—It depends entirely upon the arrangement between the occupier of the farm and his labourer.

524. That is not an answer to my question, but I will not pursue the subject?—I think it would be hard to give power to the farmer to turn him out at any moment He may be a weekly labourer, and he would turn him out of the cottage in a week. I think it would be a hardship.

Sir *John Llewelyn.*

525. With regard to the size of the farms in this district, what do you say is the acreage?—The most convenient farms would be, I think, from perhaps 100 to 250.

526. Do they utilize more labourers than they used to or less?—I do not think they use as many labourers as they used to do, because they are not so plentiful.

527. That is the point I was going to—why?—As I have said before, they migrate to the towns, and to the railways, and the police force, and so on.

528. And are the labourers you have as useful as they used to be?—They are not as useful as they were 30 or 40 years ago.

529. Not so skilled?—No, not for general work.

530. Young men go elsewhere?—Yes.

531. Are they natives belonging to the district?—A few natives, but mostly from many parts of England, and some parts of Ireland perhaps.

532. They come in from a distance?—They come in from a distance.

Sir *J. Llewelyn*—continued.

533. How long on the average do they stay with the farmers, more than one year, or less than one year?—Sometimes four or five, or six years.

534. Is that commonly the use?—Not of late years. When we used to have servants in the house. I have seen them stay perhaps seven, or eight or nine years, servant girls and servant men as well.

535. What is the condition of the cottages. Are the cottages generally in good repair?—They are now. Of late years they are putting cottages in better repair, because the sanitary board interferes, and get their inspector to interfere.

Sir *J. Llewelyn*—continued.

536. Is it in consequence of the better or worse accommodation that the labourers stay longer or shorter times?—They stay longer in the better cottages, and of late years they are trying to provide them with a good garden.

537. Is that the case in most instances, that they give them a good garden?—When there are new cottages built, they generally give them a good garden.

538. Have they done the same with old cottages?—The old cottages in many instances are taken down. They are condemned by the inspector of the sanitary board.

539. So that there is an improvement in that direction?—It is an improvement.

The witness withdrew.

Chairman.

I have been asked to call on the rector of Llangan, who wishes to speak for a few minutes and to be asked a question with reference to the enclosure award, which has been handed in to Mr. Brynmor Jones. Therefore, with the sanction of the Commissioners, I shall ask the reverend gentleman to go to the chair and make a short statement.

Chairman—continued.

Rev. Henry James Humphreys called and examined.

Mr. *Brynmor Jones.*

See 80, 113, 114.

540. You are the rector of Llangan?—Yes.

541. Do you produce this award dated the 1st of March 1860?—Yes.

542. May I ask how it happens to be in your custody?—It was given by Mr. Munden, who is the overseer for Penlline; I sent to him for it, as being interested in that part of my own parish, and he sent it to me.

543. Are there trustees now of the portions of the land awarded for general purposes such as recreation grounds or allotments?—There are.

544. There are trustees now?—There are trustees now.

545. May the whole thing be looked upon as a working, operating trust at the present moment?—No.

546. Since when has it become inoperative?—The trustees from the very beginning, I think, seem to have failed to understand, or have neglected, their duties. The portions were allotted to the poor to be rented to them for fair rents; they neglected that. The portions were allotted by them, but they collected no rents whatever, so that at the present moment the occupiers have freehold possession.

547. By freehold possession do you mean that they have been in possession for over 20 or 12 years?—Over 20 years really.

548. Do they assert as against the trustee now a right to the freehold?—They do.

549. Has the matter been contested at law?—No. When I arrived there I found that they had been in possession over 12 years, so that it was not contested.

550. Was there no document in writing at the time the allotment was made?—I believe there was, but they neglected to collect any rents, so that they now have resisted payment.

Mr. *Brynmor Jones*—continued.

551. They were only tenants from year to year?—Tenants from year to year.

552. It is no use my going into the legal question with you. I want to ascertain the fact. At present the overseers or churchwardens or you yourself who may be taken to represent the public interest in that behalf, cannot collect the rents and do not get them?—We cannot collect them and do not get them.

553. Have these people built upon the allotments at all?—No.

554. Simply used it for garden grounds?—And very often not used them at all, and in some cases sold them.

555. Sold them?—Yes, sold them.

556. That is very odd. How about the recreation ground?—That has not been enclosed according to the directions given to the trustees and it is still open.

557. Who are the trustees now?—The churchwardens and overseers.

558. The churchwardens and overseers for the time being?—Yes, for the time being.

559. Is there anything you would like to mention in regard to the common, or upon the points that the first witness gave evidence upon? He gave evidence about certain squatters on waste land. Has anything of the sort come under your notice?—Except, I think, the interests of the parish and of all the poor in the parish were looked after in this particular case. There was one case where there was a squatter close by, and he had the garden and another piece of land. It was found he had no claim to this piece, so that he was left in possession of one half and the other was taken away from him and added to the common ground, which was divided amongst the public.

560. This was regular waste of the manor at one time, I suppose?—It was.

The witness withdrew.

Mr. W. V. Huntley called and examined.

Chairman.

561. I believe you are a tenant farmer?—I am.

562. Where do you live?—At Welsh St. Donatt's, about three miles from here.

563. What is the size of your farm?—A little over 200 acres.

564. You are also a valuer and land agent?—I am.

565. And secretary to the Glamorganshire General Agricultural Society and to the Cowbridge Farmers' Club?—Yes.

566. And you wish to give general evidence as to the ownership and management of estates?—Yes.

567. You say your farm is between 200 and 300 acres in size?—Yes.

568. Is it partly arable and partly pasture?—Yes.

569. Have you laid down any in pasture yourself?—Yes, considerably the last 15 years.

570. What is your average rent?—From 25*s.* to 26*s.*

571. What sort of land is it?—It is on the limestone, light working land, what you may call sheep and barley land.

572. Are the buildings and the cottages pretty good?—They have been greatly improved lately. They were in a bad state for some time, but since the Sanitary Inspector has come round they have been improved very much.

573. Do you consider the rent high or moderate?—I consider for the quality of the land it is a fair rent.

574. You have farmed the land some considerable time, I suppose?—I have been in the same place since the year 1851.

575. What has been the state of business in farming during the last 15 years?—Well it has been very bad the last 15 years.

576. Is there any serious instance which you think you would like to specify?—The labour question is one of the most serious we have had to contend with. When I went to Welsh St. Donatts first I had as good men as could be got in the county of Glamorgan, and I only paid them 10*s.* a week, without house. Now I am obliged to pay them 15*s.* to 16*s.* with a house and garden.

577. Have you a lease of your farm?—No.

578. The usual date for entry is 2nd of February?—Yes, it is.

579. Have you anything to say on the question of tithes?—No, nothing particular. Our tithes average about 3*s.* an acre in addition to the rent.

580. What do you consider the general condition of the tenant farmers in the Vale of Glamorganshire on the whole?—I consider them to be as good as any part I know of anywhere. I do not hear as many complaints in this district as I do in many others.

581. You think it is satisfactory on the whole?—I think so.

582. There are not many complaints about the rents?—No, my Lord.

Chairman—continued.

583. Do you think the rents generally speaking are pretty fair or not?—They are very much lower in many instances since the year 1875, on from 1875 up to the last few years.

584. Have you any idea of a remedy for the agricultural distress?—The only remedy, and I should think the best remedy, would be an embargo upon all agricultural produce that is imported into this country. I think that would be the greatest remedy.

585. You have a leaning towards protection?—I do not see any other way that it can be met now.

Sir *John Llewelyn.*

586. You know the custom of the country, Mr. Huntley?—I do.

587. Do you consider that it is better or worse than the Agricultural Holdings Act, 1883?—Very much better.

588. Is there any land in the district not let?—Not any that I know of.

589. Which do you think let more easily, the larger or smaller farms?—The smaller as there are many more applications for the smaller farms.

590. At higher or lower rent?—At higher rents for the smaller farms.

591. Is that, in your opinion, owing to the increase of competitions?—I believe it is so. There are so many more that have capital to take the smaller farms who could not go into a large farm.

592. That causes the competition for the smaller farms?—Yes.

593. Would it not be partly owing to the fact that there is a larger proportion of expenditure upon buildings upon a smaller acreage than a larger acreage?—Well, there is considerably more.

594. That would naturally be taken into consideration, I suppose, by anyone?—Yes. The landlord would naturally consider that because his per-centage would be so much more to lay out in repairs.

595. That would be a proper item to take into calculation in fixing the rent?—Yes.

596. And as a valuer you would take that into consideration?—Yes.

597. Do you consider that the quality of the labour is as good now as it used to be?—Oh, dear, no. I consider it takes three men to do what it used to take two men to do, at least.

598. Is that in consequence of men not being skilled and accustomed to that particular class of work because of their migration. The best men, as they naturally would, go to the works?—Yes, they do not go into all kinds of work now as they used to. The young man goes up to the hills, and there are only perhaps one or two not much good that will stay in the country.

599. In consequence of that, do you find that the sons of a farmer are in great request to stay at home to do work on the farm?—I do.

Sir *J. Llewelyn*—continued.

600. Do you think they are fairly and properly paid for their labour upon that farm?—I think they are mostly. I know many instances where the sons work the farm and then the father saves sufficient money to put them in farms of their own, one or two at a time as they come of age or it is suitable for them to go away.

601. So that if they were not paid any direct weekly wages they would be paid indirectly in another way?—That is so. I find every new machine brought out is utilised in this district, and very much so. I do not know what the farmers would do were it not for the machinery which has been utilised now lately.

Professor *Rhŷs.*

602. What do you say is the average size of farms in the Vale of Glamorgan?—They are about 160 to 180 acres, to take the average.

Mr. *Grove.*

603. Have there been abatements of rent within your knowledge?—Considerably within the last few years. I have known instances myself of letting a farm 23 per cent. under what it was let before, on the exchange of tenants.

604. That is distinguishing abatement of rent from reduction of rent?—Yes. I think the landlords would do very much better to make an abatement of rent, because when it is only reduction the tenant has to pay taxes on the full amount of the rent, whereas if it is a permanent reduction those rates are lowered accordingly.

605. When these abatements are made, does not the landlord give the tenant previous notice that an abatement is intended?—They have been doing so lately, but it used not to be so. It used to come as a surprise to them.

606. I suppose very often the tenant would have to sell stock or make other arrangements for getting money on purpose to get his rent paid?—I think many of the landlords in this district meet them and give them time if they are not prepared to meet it, rather than that they should sacrifice their stock. I have known many instances where it has been done.

607. I suppose there is no rule in this district that a tenant must offer the whole rent before he gets any abatement allowed?—No.

608. How long is allowed for the payment of rent as to the due date?—Six months as a rule—six to seven as a rule. There is generally one half year's rent in the hand of the tenant.

Mr. *Seebohm.*

609. Are there many cases in this district in which families have lived for many generations on the farm?—Yes, many.

610. In those cases is there any tradition that in early times there were leases for lives or long leases?—Yes, there are a good many fallen in on the property the last five, six, or ten years.

611. Could you say whether those leases were given up owing to the wishes of the tenant or the wish of the landlord?—It was for lives and they die out.

Mr. *Seebohm*—continued.

612. In the old times they would be renewed, would they not?—Yes.

613. How many years ago would it be that that system died out?—I should say it is 50 or 60 years ago since many of those leases have granted because there is not one lease now where there were 20 when I knew it 20 years ago. They are all dying out gradually and the property is reverting back to the original owners.

614. Is it not possible that one of the reasons why that system was given up, was the high price that corn went to in time of the French war?—I have no idea. I have never thought of it in that way.

Mr. *Richard Jones.*

615. You say that protection is the only remedy which you proffer for the present distress? Do you think it possible to protect the farmers at the expense of other classes and other interests in this country?—No, I do not say that, but I think the farming interest is an interest which ought to be looked to as much as any interest that is going, and I do not know any better remedy than that would be.

616. But we have to consider other interests as well?—Yes, I quite understand that.

617. What do you say is the position of the labourer now compared with 40 or 50 years ago?—I think the labourer was never so well off in his life as he is at present.

618. Supposing we had a system of protection, how would it affect the three classes who live upon the land?—I think they would be able to do very well, under these circumstances, say a shilling a bushel on wheat; it would make but very little difference to his wage for the week.

619. Do you think he would submit to it without protest?—Not very kindly, I suppose.

620. Do you not think that we should have a recurrence of the position of the labourer 40 or 50 years ago, if we put a duty on corn?—No, I do not think it would be anything like that.

621. How would a system of protection affect our export trade?—Well, I do not know.

622. What is the relative standard of comfort among farmers now, to what it was 40 or 50 years ago?—I think they get to work harder, but I think they live better a great deal, and more comfortably. I think he exerts himself a great deal more to make more of things than he used to, and he lives up to it.

Mr. *Griffiths.*

623. Do landlords advance the rent when putting up new buildings?—No, not as a rule.

624. Are there any abatements made to tenants that have leases?—I do not know of a lease hardly in the district now. I should not think there are half a dozen farm leases in the county at present, very few indeed.

625. Which do you consider the best off, the small tenant farmer's wife or the labourer's wife?—Well, they are about equal now, I think.

Mr. *Griffiths*—continued.

626. I understand you are secretary of the Cowbridge Farmers' Club?—I am.

627. Do the landlords in your district aid the tenants in any way by introducing the best blood for pedigree sires in horses, cattle, pigs, and sheep, suitable for the use of the tenantry at a nominal price?—Yes, at a nominal price many do it.

628. Are there not many sires used which are very unprofitable to the tenants?—There are many, but not near so many as there were some few years ago.

629. Then agricultural shows have done some good?—I think considerable.

630. I know a district where every eight out of ten sires ought to be shot?—Yes, I think so too, but the farmers are beginning to see the folly of using a bad sire now, and are coming round to encourage the better class of horses.

Mr. *Brynmor Jones.*

631. I think you said the labourer is very much better off now than he was 50 years ago?—I believe so.

632. But 50 years takes us back to 1843, does it not?—Yes.

633. The protective system was in vogue then, was it not?—Yes, I suppose it was.

634. Then to what causes do you attribute the improvement in the labourer's position? May I ask you, has the rent of cottages gone down in the last 50 years?—No, they are about the same, but there is a better class of cottage and more comfortable for them to live in.

635. Now?—Yes.

636. As to the wages; have they gone up or down on the whole in the last 50 years?—Oh, gone up considerably.

637. May I ask you generally to what you attribute the improvement in the labourer's position?—To the general improvement in the colliery districts and the iron works.

638. You think that the fact of the demand for labour in the coal districts in this county and in the manufacturing towns in this county has had the result of raising the rate of wages among agricultural labourers?—I think that is the principal reason.

639. The fact that food has gone down in price to some extent, and that clothing has gone down in price to some extent, has something to do with it perhaps?—Well, there is something in that, I suppose, but they have got more money now to spend on their clothing and comforts and things of that sort.

640. To turn to another subject upon which a preceding witness gave some evidence I think, you are in a position, are you not, to produce one of the awards under the Enclosure Act?—I am.

641. Which manor is that?—The manor of Tal y Van.

642. What is the date of that award?—The 28th of January 1863.

643. Can you without looking at the deed tell me—(we are not here as a court of law where the exact words are of importance)—the general effect of the clause in the award as to the allotments?—Yes. In my own parish there were two acres set apart for exercise and recreation ground, and three acres for allotments for labouring poor on which a certain charge of 10*s.* is demanded.

Mr. *Brynmor Jones*—continued.

644. Two acres for the inhabitants of the parish of Pendoylan and Welsh St. Donatts?—Yes.

645. Two acres for those other four parishes?—Yes.

646. What has been done with these recreation grounds now?—Well, they are not made much use of. They are open for recreation if any one goes, but there are very few go there and they have been let out at a nominal rent to pay the ten shillings a year.

647. Let out?—Yes, for grazing. I am one of the trustees.

648. How many are named in the deed?—The churchwardens and overseers for the time being. I happen to have been the churchwarden since that date.

649. When was this recreation ground first of all let out?—Well, it has been very seldom. We thought it better to do that than to charge the poor for the garden ground, and we have just let it for grazing purposes. It is still open for recreation.

650. That is to say, it is not enclosed?—Open for the public, I mean. It is enclosed, a fence put round it.

651. I do not want to suggest that you have been wilfully doing any wrong, but is it within the scope of the trust, do you think, for you to let that ground at all?—I have never thought of that. We thought it better to get a little from that than to charge the poor who had the gardens.

652. Supposing I lived there and I wanted to play cricket there?—You would be quite welcome to go at any time.

653. But you have let it?—We have let it on those conditions, only just the feed of the land, the keep only.

654. What is the cause of what I may call the failure of this recreation ground? Is it really that a recreation ground is not needed by the inhabitants of these parishes, or do you suggest it is inaccessible for the purpose?—It is situated between the two parishes.

655. And I suppose the young men do not care much about going the distance. Do they not play any games, football or cricket, here? Are there no football or cricket clubs there?—No.

656. What is the population of the parish of Pendoylan?—Some 300, and the parish of Welsh St. Donatts is 282, but it is a very scattered parish round.

657. Is there no village there?—Only about five or six houses in the village: it is quite scattered, two or three little hamlets.

658. No complaint has been made by any one as to your letting the land?—Not at all.

659. As to the allotments for gardens, how are they dealt with?—They are apportioned out to about 20 perches to each cottage and then if

Mr. *Brynmor Jones*—continued.

there is an exchange of tenants in the cottage they generally take on the same piece of land.

660. You give a preference in the allotment of the land to those who are inhabitants there?—Yes.

661. Are there sufficient allotments for all the cottages?—Yes, more than it takes.

662 So that there is no need to ballot for for that or make an arrangement of any kind?—No, there is something like one third of them idle for this year.

663 Why do you think the cottagers do not avail themselves of it?—There are not sufficient labourers. They go away to the hills and they find it cheaper to buy potatoes than to work the land

664. In other parts of the county we find it quite different, so that—pardon my pressing you upon that point — do you mean that the cottagers in these two parishes do not care for the bits of land?—They do; most of the cottagers within convenient distance make use of them.

665. Are the allotments far from the cottages?—About half a mile from some and three quarters of a mile, or something like that, and from Pendoylan they have never made use of them.

666. What is the average size of the allotment?—About 20 perches.

667. What rent do you charge for that?—We have not charged any rent for that. We have made use of the money from the recreation ground to pay the charge.

668. So that many of the cottagers have received an allotment rent free?—They have always up to this time.

669. How long as that been going on?—Since 1864.

670. Is it good land?—No, not very.

671. What do you say about the quality of the land in these parishes?—This happened to be on the common not very good, but after cultivation it will give a fair crop.

672. What wages do you think the men living in these cottages get generally, taking one farm with another?—I should say 15*s.* quite.

673. What does he pay for his cottage?—They generally have them free in addition to the 15*s.*

674 Do you know whether there were any squatters upon the waste of this manor?—Not one, I believe.

675. Who are the chief landowners?—Mr. Charles Aubrey Aubrey is the principal in the manor; he is lord of the manor.

676. Before that time have there been common rights on this waste?—Yes.

677. I mean really exercised?—Exercised by the farmers, and when the common was enclosed it was apportioned according to the acreage of the land that each owner had in proportion to the acreage of his freehold.

678. Was there any opposition to the enclosure?—Not at all. It was reported at one of the annual meetings and sent up to the Commissioners.

Mr. *Brynmor Jones*—continued.

679. Your farm is in this parish?—Yes.

680. Was your rent raised in consequence of the enclosure?—No.

681. Were any of the other rents raised?—No.

682. So far as you are concerned all that took place was that a certain portion of the waste was given to you, and you depastured your cattle there, instead of doing it on unenclosed common as before?—Yes. At the same time I made an application and there was an acre given for building a school and an acre for the vicar's house.

683. Were those used?—Yes

684. The school has been built?—It is let out for the benefit of the parish.

685. When you say for the benefit of the parish I am afraid I do not quite understand that?—Well, the clergyman lets it out. It is ready at any time if a school or vicarage house should be built there.

686. Who takes the rents?—It is used for the benefit of the parish generally.

687. That is very vague. What particular fund does it go to?—I cannot say exactly.

688. Are you a churchwarden?—Yes.

689. Who keeps the books?—I do.

690. Who receives this rent actually in cash from someone?—The vicar.

691. What does he do with it?—Oh, give it for the benefit of the church.

692. How does he do it for the benefit of the church? The money is not a benefit to anyone until it is expended in some way or other. What does the vicar do with it?—It is for the benefit of the poor and for the general expenses of the church. It is thrown in with the offertory.

693. The general offertory?—Yes.

694. Do you so enter it in your books from year to year?—I do.

695. Has any complaint been made of that method of dealing with it?—No.

Lord *Kenyon.*

696. We were talking some time ago about reduction of rent. Do you consider that a temporary reduction of rent is better than a gift of bone or Dutch barn or manure? Which form do you consider the best?—In many instances where the buildings are deficient a Dutch barn, or something of that, I believe, would be better than the rent.

697. My point is this, that partial temporary reduction of rent is only a temporary benefit, and that a gift of bone or manure is a permanent benefit for a certain time?—Yes; I should consider a gift of manure would be a greater benefit: you would get more returns from it in the future years.

698. Both to the landlord and the tenant?—Yes.

699. With regard to the game laws, do you think they are a source of trouble and hardship?—I think not. So far as I am concerned I have the game on my own farm.

700. Does your landlord shoot on your own farm?—He comes occasionally, perhaps once or twice in the year.

Lord *Kenyon*—continued.

701. You do not suffer ?—No.

702. Not from the gamekeeper's trespass ?—No.

703. Have you any difficulty in keeping down the rabbits on your farm ?—No.

704. Have you ever had compensation for damage done by game ?—I have the benefit of the game myself. Then I invite my friends there as I wish.

705. What do you consider the general relations between landlord and tenant—friendly or otherwise, in this district ?—Very friendly in this district—very, I think.

Lord *Kenyon*—continued.

Chairman.

706. You have answered this question before, but it has been handed in, so that I may ask you this question again. What distance are these allotments which were mentioned from the habitations of the people for whom they were intended ?—From the village of Welsh St. Donatts they are about half-a-mile, but from Pendoylan about a mile-and-a-half, I should say.

The witness withdrew.

Mr. Rees Thomas called and examined.

Chairman.

707. You are a tenant farmer ?—Yes.

708. What is the name of your holding ?—Boverton Place, Cowbridge.

709. Under whom do you farm ?—Under Lord Wimborne.

710. Is your holding a large one or a small one ?—Between 700 and 800 acres.

711. That is as big a farm as there is in the Vale of Glamorgan ?—Yes.

712. I believe you will give us some evidence as to agreements ?—Yes.

713. Is yours a yearly holding ?—A yearly holding.

714. You have no lease ?—I have no lease, only an agreement.

715. Is that your agreement ?—Yes.

716. Is there anything unusual in that agreement ?—Well, it was done exactly as I wished it to be. I had everything altered to my own wishes, so that I have nothing to say against it whatsoever.

717. Could you give us any rough outline of your agreement with Lord Wimborne ?—I will hand it over and you will see it (*handing agreement*).

718. Have you seen any considerable change in the method of agriculture or farming in this district during the last few years ? Is there as much corn grown ?—Yes, I think equally as much grown.

719. Has much permanent pasture been laid down ?—There has been the last ten years. I may tell you my own case. I have turned down something like 100 acres of arable land into pasture.

720. Have you anything to say about compensating tenants on leaving a farm ? Have you any experience of that description you can tell us ?—Yes, I have, under the former landlord I was living.

721. Who was that ?—Mr. Rayer. I may as well tell you, gentlemen, how it occurred. In 1884 I was leaving St. Athan and going to Boverton Place. In the usual manner, I engaged a valuer on my behalf; in the course of a week, or something of that kind, the agent of that farm asked me if I had any objection for my valuer to be sole arbitrator. I said no, I had not the least; I had confidence in my man that he would do what was right for both of us, and he was actually appointed sole arbitrator between us. Then the agent asked me what were my claims. He had, by this time, engaged a farm bailiff. I asked him to go down and take a copy of my claims off my books himself. That was done. The arbitrator in the case appointed a day to go down, and we went over the land. Myself and the arbitrator, and the farm bailiff on behalf of the landlord, went over the farm, and I made all my claims in writing, and gave it to the arbitrator. I told the bailiff if he had any objection to make to any item, of course he had to make it, but he never made any objection to one single point that I claimed, and the arbitrator went home. In the course of a few days he happened to meet the agent at a sale, and eventually they went and talked about the valuation. The arbitrator told him it would be an unusual valuation, a very high one; the agent said he could not understand that at all; but the arbitrator said it was so; then after that there were interviews, and here is the copy of the letters the agent wrote to the arbitrator. The result of that was the arbitrator turned round and said he would not value as sole arbitrator, but he would value for me, and the agent was to fix upon another on behalf of the landlord, and they were to fix an umpire between them, and this was the result; we had three arbitrators instead of one. Well, my agreement was a very stringent one under that landlord. I was not to sell any straw, any hay, or any roots, or anything whatsoever but wheat, barley, oats and stock. I remember an instance very well, when I was offered 6*l.* 10*s.* a ton for a rick of hay on the premises. I asked my agent to consent to sell that one, and he said he could not do it. The result was I could not sell it.

Chairman—continued.

722. How long ago was this ?—A few years before I went to Boverton Place. Well, he put it that everything was to be done according to that agreement, in what you may call a model farm. I had it pretty tidy, as the valuer told me. If I had been an untidy man, that agreement I had signed was enough to ruin any tenant. After the deductions that they

Chairman—continued.

made against my claims my award was 1,115*l.* 11*s.* When I went out as an out-going tenant, and after all his screwing, he could only secure 18*l.* 15*s.* out of me for all the fences, and all the buildings, leaving everything in tenantable repair, thus:—

No. 1.

Deductions of Landlord.

	£	*s.*	*d.*
Nine one-horse loads of straw taken away at 9*s.* per load	4	1	0
Allowance for glass and windows at Rock	1	0	0
11 tons 10 cwt. mangolds at 6*s.* per ton	3	9	0
Claims for fences all over Rock	7	0	0
Allowance for gripping moors	1	5	0
Cleaning out watercourses	2	0	0
	£ 18	15	0

No. 2.

Deductions in respect of Glebe Land.

	£	*s.*	*d.*
Deduction for fences	3	0	0
Allowance for glass and windows. Stone on cistern	1	0	0
	£4	0	0

Witness's Claim.

Acreage of Aberthaw and Rock, 453 acres.

	£	*s.*	*d.*
Aberthaw	398	0	9
Rock	638	1	9
Tithe	79	8	6
	£ 1,115	11	0

But there was another point which I wished to make. There was a pill, a brook, or a deep ditch, we may call it, conveying the water. That pool was not cleaned within the memory of man when I left there, but the valuers had to value that, but I am sorry to say I have not the exact figure; I have lost it. But at any rate it was a considerable sum, something between 30*l.* and 40*l.* if I remember rightly. Well, I totally objected to pay that. I said I was not under an agreement to pay that; but, however, when this award was paid over to me this deduction was made out of it, and the result was I had to sue the landlord in the county court for that sum, but before the court day came he paid the sum and all expenses attached to it. You will see in the agreement there was a clause that for every 100 acres of land held we were supposed to make 300 reeds for thatching the cottages in the villages. That was under our landlord. I made my usual quantity, and there was a certain amount of small straw coming out of those by making the reeds,—nine one-horse loads of straw were taken away: I sold that straw because I did not want it. Now they charged me 9*s.* a load because I sold it, and my own straw. Another thing, I took 11 tons 10 cwt. of mangolds to my next farm, my own mangolds. They charged me 6*s.* a ton again upon that. So that they took every halfpenny they possibly could out of me in respect of that as an outgoing tenant.

723. I believe you have prepared a table showing the price of wheat between 1869 and 1893?—Yes; I have worked that out.

Chairman—continued.

I find that—

In 1869 wheat was at	8*s.*	per bushel or	128	per cent. above the present price.
barley	6*s.* 3*d.*	„	87	„
In 1872 wheat	7*s.* 8*d.*	„	120	„
barley	5*s.* 8*d.*	„	62	„
beef	8*d.*	per lb. or	33⅓	„
mutton	10*d.*	„	33⅓	„
In 1875 wheat	6*s.* 6*d.*	per bushel or	95	„
barley	5*s.* 10*d.*	„	65	„
beef	9*d.*	per lb. or	50	„
mutton	11*d.*	„	46	„
In 1877 wheat	7*s.* 3*d.*	per bushel or	106	„
barley	4*s.* 9*d.*	„	35	„
beef	8½*d.*	per lb. or	41	„
mutton	11*d.*	„	46	„
In 1879 wheat	6*s.*	per bushel or	71	„
barley	5*s.* 6*d.*	„	57	„
beef	8½*d.*	per lb. or	41	„
mutton	11½*d.*	„	53	„
In 1884 wheat	4*s.* 3*d.*	per bushel or	21	„
barley	4*s.*	„	14	„
beef	8½*d.*	per lb. or	41	„
mutton	11*d.*	„	46	„
In 1889 wheat	4*s.*	per bushel or	14	„
barley	4*s.*	„	14	„
beef	7½*d.*	per lb. or	20	„
mutton	10*d.*	„	33	„

And this year (1893) wheat is at 3*s.* 6*d.* per bushel.
barley „ 3*s.* 6*d.* „
beef „ 6*d.* per lb.
mutton „ 7½*d.* „

The average loss for the last 23 years on wheat, barley, beef, mutton, and wool, has been 61 per cent.

724. Have you any suggestions of labelling foreign meats or cheese?—No, because my farm is more of an arable farm.

725. Have you anything to say about the repeal of the malt tax?—I have thought of that. Since the repeal of the malt tax barley has been going down in price every year. We have been talking of duty, and I think that if a little duty was put upon imported barley it would relieve us. I think imported barley is not a necessity in this country; it is a luxury, and is very detrimental to us. I have made a note or two: "During the last three or four years the quan-"tity of beer brewed has shown a fair increase, "which one would think would show a corre-"sponding increase in the demand for malt, but "that article is in a lifeless state. Farmers are "urged to grow barley instead of wheat; they "must not look to brewers to increase produc-"tion." Therefore, as well as that, I say every cask of beer should be labelled what it is made of. I had the pleasure some time ago to read a paper before our Farmers' Club on malt and barley, and I found out that beer was made of every possible stuff to be found in the shape of glucose.

Lord *Kenyon.*

726. What proportion does the arable bear to the grass?—I have 400 of arable and 300 of grass, since I have laid down 100 of pasture.

727. Are you laying down more?—No, I do not intend to lay down more. I find I can keep more stock on the farm as it is now.

728. What is the rent of your farm?—Now about 18*s.* an acre. I have had a considerable reduction.

729. All round?—Yes.

730. Do you happen to know what the rent was about 20 years ago?—I could not say then.

Lord *Kenyon*—continued.

I have only known about the last 9 years of my present holding.

731. Have you any difficulty in getting labour?—No; our labour is pretty plentiful.

732. Is it equally good to what it used to be?—Yes, I do not complain at all.

733. Have you the game?—I have the game.

734. Are the improvements in your district generally done by the landlord? What improvements are done by the landlord?—The landlord as a rule pays for the repairs of the buildings; the tenant has to haul, and the haulage is to be within five miles of his homestead.

735. And as to drainage, does he find the tile?—I have done nothing in my present homestead, but according to the custom of the country we are allowed a certain drainage.

736. And as to fences, does the landlord find you any rails?—Yes, he finds rails.

737. And gates?—Yes.

738. And hangs them?—No, I hang them myself.

739. What is your opinion as to temporary reductions of rent?—Well, my Lord, temporary reductions are not what they should be, because if we get temporary reductions we are not relieved by that as regards rates; we cannot appeal before the Assessment Committee. I urged that upon our agent the last time we had conversation, and by the next audit he made the per-centage a permanent one. Therefore all Lord Wimborne's tenants the last six months have relieved themselves of 10 per cent. from the rates and taxes.

740. Is that fair to the landlord, supposing there was an improvement in agriculture?—Our rent is based upon the prices of different commodities.

741. Is it on a sliding scale?—No, it is not. It is the fluctuation of corn, beef, and mutton.

742. Are the labourers' cottages good in your district?—Very fair, and they have good gardens.

743. Are they able to dispose of their produce?—They do not grow really more than they require for their own families.

744. Do you know of any case in which the labourer has a cow?—Not with us.

745. Can the labourer get milk if he wishes it?—Not without he buys it.

746. He can buy it?—Yes, he can buy it.

747. What do the wages average?—My average wage is 15*s.* a week of those not living in my cottages. Those that are living in my cottages get 14*s.* a week and their houses. To others again, more active, such as the herdsmen and shepherds, I give 14*s.* a week, house, and coal, and in the summer time I put them upon piece-work as much as possible. I mow all my hay by the acre; we have self-binders, and it is cut up and carried by the acre, also hoeing turnips and thrashing hedges, and in fact everything I can.

748. Do you think they like it?—Yes.

749. They make more by it?—Yes, their average wages are 18*s.* to 1*l.*, according to that.

750. And the work is more expeditiously done?—Yes, otherwise I should be in a fog; the more work they do, the more money they get.

Lord *Kenyon*—continued.

751. Do you find any difficulty in getting labour?—No, any amount of labour just now; it was a little scarce a few years ago.

752. Are the general relations between landlord and tenant friendly?—Very good, nothing could be better at the present time with me.

753. Is there any co-operation amongst farmers?—No, quite the reverse, I think.

754. I mean, as regards buying stuffs, or examination of manures?—No, nothing of the kind, so far as I am concerned.

755. You receive no advantage from the Agricultural Society in the district with regard to the analysis of manure or seeds?—I analyse myself. I have three samples ready to go now. Dr. Voelcker is my analyst.

Mr. *Brynmor Jones.*

756. You say the condition of the labourer is fairly prosperous, as I understand it, in your farm and in your parish?—I think the labourers are very well off with us.

757. In what parish are you?—In Llantwit Major.

758. Is there any recreation ground in that parish?—I do not think any.

759. What are the terms on which you ordinarily engage one of the men to be labourer whom you put in your cottage?—By the week.

760. Who furnishes the cottage?—The labourer.

761. If he comes in on one Monday and furnishes the cottage, you can get rid of him at a week's notice, can you not?—Yes, that is the term—a week's notice.

762. Do you think that is being well off?—Very few labourers will remain otherwise with you. They will not tie themselves for a month or twelvemonth to you. If they see they can better themselves, they go off in a week. There are temptations to get up in the hills, which of course they will take advantage of.

763. As I understand, the persons to whom you refer in your parish are people who come and go; they are birds of passage?—They can please themselves.

764. Do they, I ask you?—The labourers I have are with me now these last nine years.

Mr. *Griffiths.*

765. Do you consider the labourers you employ have sufficient allotments in their own gardens?—Quite as much as they require, and if they had more it would be only neglected by them.

Mr. *Grove.*

766. A question about railways. Do you think the high charge by the railways is now detrimental to the farming interest?—Very much so. I can give you a local instance. We have had a new railway made from Cowbridge to Aberthaw. They charge on manure 4*s.* a ton from here to St. Athan's Road, a distance of five miles. If we were to pay that rate from Bristol here the railway rates would exceed the value of the manure; in fact, the last lot I had I refused to pay it.

Mr. *Grove*—continued.

767. What is the distance from Cowbridge to Aberthaw?—Five miles.

768. What is the railway company?—The Taff Vale Railway Company.

769. Have you a copy of the recent publication by the Board of Trade, showing the rates they can legally charge on all the railways in the country?—I have not.

770. This book is only one shilling and can be obtained at the Board of Trade. I do not want to say a word about the Taff Vale Railway Company or any other railway, but that seems to be a very heavy charge. You think this high rate is injuring somewhat the farming interest?—Very much.

771. And on other farm produce?—We have to pay in proportion upon everything. I make it a rule that, when I sell wheat, if it goes by rail, I always make the buyer pay carriage, because they have special rates and can deal better with the company than the farmer can.

772. If you were to convey animals for any long distance, do you find it is dearer now than it was before this railway rate?—No, I do not think it is dearer, but we always consider it excessive. For instance, from here to Cardiff we have to pay 5*s.* a ton upon wheat, and if the foreigner were to pay upon wheat from America and Australia to England at the same rate, wheat would not be so cheap. Therefore we are considerably handicapped.

773. Where do you send to Cardiff from?—From Crowbridge to Cardiff 5*s.* a ton.

774. What is the distance?—About 17 miles.

775. As to the way in which the income tax is made up under the schedule, do you think the right principle is applied in that?—I do not see why a large farm should pay upon Schedule B. more than a small farm, because here are large farms as well as my own, and here they go by father and son, and in that way they escape the income tax; and as brothers they escape the Schedule B. Therefore I think that Schedule B. should be done away with altogether.

776. Will you explain that, because the matter is divided between the father and the son, how do you mean they escape?—That is the reason they do escape; they farm what we call a company.

777. You disagree with the principle on which the income tax is arrived at?—Yes, I do.

778. Is there any co-operation amongst farmers so as to get the proper analysis of manures and feeding stuffs?—No, there is none at all.

779. Is there any attempt to analyse the products of the soil?—I have not heard of any in this neighbourhood.

780. Not any regular system of it?—No. Although it is not a case I am interested in, I have always been very much against the Agricultural Holdings Act, because I think our custom is good enough to carry us on in this county; in one sense it does not go far enough; it does not give us any compensation for land which we have turned from arable into pasture; in that case what we have to do at present is to go to the agent before our time expires and try to make arrangements with him, but in some instances the agents will not have anything to do with the outgoing tenant, and the result is in many cases that land is ploughed up after being in pasture for very, very many years. I will give you a case now in point as regards that; our custom pays us for everything that we possibly can do on the farm as outgoing tenants; that is, if it is done systematically, and the farm being clean. Here is a case in point; a farmer leaving his farm (his name was Thomas Bowen, of Broughton, near Wick); the valuer on his behalf values his claim at 77*l.* 7*s.* 6*d.*; the landlord's valuer comes in and claims dilapidations to the amount of 88*l.* 16*s.* 6*d.*; in that case those two parties cannot agree; the result is that there are two lawyers employed, one at each end, one on behalf of the tenant, and the other on behalf of the landlord. In that case the lawyers fix upon an umpire; the umpire fixes the claim of the outgoing tenant at 54*l.* 2*s.*, the counter-claim for dilapidations at 24*l.* 4*s.*, and expenses of arbitration 29*l.* 3*s.*, which leaves the outgoing tenant the handsome sum of 15*l.* 0*s.* 6*d.* So that there the Agricultural Holdings Act comes in, and it half ruins the tenant farmer. It is on behalf of the landlord that the Agricultural Holdings Act is good in this country, and if it was not for that, this outgoing tenant would go out under the custom of the country, and he would be paid everything reasonable as an outgoing tenant.

Mr. *Brynmor Jones.*

781. I think we are all agreed that the costs in the case you mentioned were somewhat excessive. That was a case under the Agricultural Holdings Act, 1883?—I cannot tell you, because I had nothing to do with it. I have only brought it to show the unfairness of the Agricultural Holdings Act upon the tenant farmer.

782. That was a case in which the machinery of the Agricultural Holdings Act of 1883 was followed?—I am just informed by one of the valuers, that it was the umpire who introduced the Agricultural Holdings Act.

783. That is to say, he began the steps mentioned in this Act of Parliament as necessary to be taken for the ultimate enforcement of a claim. As I understand it, you say, and for ought I know you may be right, that the whole thing can be done much more cheaply under the custom of Glamorgan. But supposing no one will obey the valuer, or one party will not appoint a valuer, and the other party does?—It is always the case—the custom compels them to do that—for each party to appoint a valuer, and they fix upon an umpire, and get the outgoing tenant and the landlord to sign an agreement which they cannot withdraw from.

784. As long as men are sensible and reasonable, there is no need to appeal to any court at all; there is, in fact, no need to go to an umpire, if the two valuers will behave like reasonable men and put themselves together, in nine cases out of ten?—In nine cases out of ten they do not.

785. How would the custom help you?—He is bound, according to the custom, to appoint a valuer.

Mr. *Brynmor Jones*—continued.

786. Supposing he does not?—He is bound according to custom.

787. Supposing he does not?—He is bound to appoint.

788. Do not think I am against a custom or otherwise, but I am threshing the matter out. Supposing there is an unreasonable man, who says, "I do not care twopence-halfpenny for your custom," how do you get your money?—In this way; if the landlord does not get a man on his behalf, the outgoing tenant makes a claim and sues him in the county court.

789. Then your idea is, and that I follow, that it is far better to trust to what I may call the common law in the matter than to have this special and elaborate machinery mentioned in the Act of 1883?—Yes, quite so.

Sir *John Llewelyn.*

790. You said just now you liked the custom better than the Agricultural Holdings Act, 1883. You suggested an improvement, and that was in respect of laying down arable land into permanent pasture?—That is so.

791. What remedy do you suggest?—A remedy would be this, to add another clause to our custom.

792. What would be your suggestion?—Here is arable land, for instance. You get full benefit for that permanent pasture for a few years, say two or three, but that in the next ten years it is not of much value to the tenant, but at the same time he is improving the landlord's interest very much by keeping this.

793. Have you thought at all how to word a new clause of custom?—No, I have not thought it, because I have not taken an interest in a valuation as a valuer. I have done a few small cases, but never made it a point to do anything of the kind. That is what I have always urged upon the valuers upon this particular point.

794. You are not prepared yet with a definite remedy?—No.

Professor *Rhŷs.*

795. You mentioned that you formerly held under a landlord who bound you down under a very stringent agreement?—Yes.

796. Was that the suggestion, do you think, of an agent of experience, or what was it?—I believe it was the agent.

797. Was he a man of experience at the time?—Yes, because he had been farming himself for some years; he is the clergyman of the parish of St. Athan, and was a brother-in-law of the landlord where I lived.

798. May I ask if you have that agreement?—No. I never had an agreement of him, although we had to pay for it. We could only see it when we went to the house to ask him to see it.

Professor *Rhŷs*—continued.

799. Can you get us a copy of that agreement?—Mr. Jenkins of Great Frampton says he has one.

800. You are one of the largest farmers in this part of Glamorganshire, and I take it that you are very successful. You know that there is a saying that a Welsh farmer, generally on a smaller scale than you, differs from an English farmer in the way he treats his workmen: the English farmer says to his workmen, "Go and work"—*Cerddwch;* the Welsh farmer says *Dewch*—"Come and work?—Quite right.

801. Have you had any practice in farming work: could you take up a spade or shovel, could you plough and show how it should be done?—I can take anything, from a spade to a steam engine; there is no one can show me anything about a farm that I do not know; I know how to do everything upon a farm.

802. I forget whether you have already been asked about shows and ploughing matches and things of that sort?—Yes.

803. Have you ever taken any part in them?—I always won when I competed.

804. How often might that be?—In ploughing I won three champion prizes and I had Horsby's, Howard's, and Ransom's, men against me. In sheep shearing I met 20 Englishmen at Llanishen, Cardiff, and I won the champion prize, which was open to all England. There was again a prize given to those that mowed a piece of ground best with the machine; I won that on two occasions. On my present farm I am working steam tackle; otherwise it would be very difficult to cope with a large farm without it at the present time. That is the only one in the country.

Chairman.

805. There is a question put by Mr. Vincent. Will you say that the practice as to repairs and improvements as described by you is general in the district?—That is in regard to buildings and haulages.

806. Repairs and improvements?—Yes, I think it is general. I do not know that the distance is as according to our agreement, but generally speaking the landlord makes the buildings and the tenants do the haulage. That is general throughout the county.

Lord *Kenyon.*

807. Can you give a table of your piece-work wages for information to the Commission?—Yes, I can give you it very well. I will send it. (*See Appendix.*)

The witness withdrew.

Mr. Thomas Morgan called and examined.

Chairman.

808. I believe you are a tenant farmer?—I have been a tenant farmer all my life, but lately I have retired.

809. You have been a tenant farmer for 50 years?—Yes.

Chairman—continued.

810. Where do you reside now?—Colhugh Villa, Llantwit Major.

811. Have you lived there all your life?—No, but I have been very near there. I have been for 38 years under the same landlord.

Chairman—continued.

812. You are a representative of the Tenant Farmers' Committee, and you are prepared to give evidence under the head of occupation?—Yes.

813. What is the usual date of entering in your district?—It is counted from Lady-day generally.

814. Are farms let on leases, or from year to year?—Generally from year to year. There are very few leases.

815. There is no great demand for leases?—No, there is not.

816. Have changes in tenancies become more or less frequent than in former years?—I believe so.

817. To what cause do you attribute that?—To the depression of the agricultural produce mostly, and it may be that the landlords feel that they cannot make the abatements which the tenants should fairly expect from their hands. Under the circumstances they are obliged to give the land up and then they let the land, and for less money than they were let to the old tenants.

818. Do you know many cases of hardship that have arisen?—Yes, I believe I do. If you will allow me I will state this case, I will just make my statement and you can see the agreement afterwards.

819. Are you prepared to give the names?—Yes, I have no objection. Here is the agreement.

820. I think we had better have now the cases of hardship?—I shall mention a farmer that took a farm in 1842.

821. Can you give us his name?—Thomas Morgan, myself, under the Nash Manor, within two miles of this town. We went on all right at first, and ten years after I went there we had a very heavy lot of clay, wet land, and we could not make it good. I made a proposal to the landlord to drain it. He was quite prepared to give me money to drain it, and I should pay 5 per cent. on the outlay, and to provide as little as possible to swell the rent. I was to do the haulage of all the materials to the drains and spreading this out again to get it level after. Then the money laid out was only to cut drains and put the stones and pipes in. We did that, and we were at it for years until we spent somewhere about 300*l.* At the time when we finished, which was about six years before there was a change of landlord, I asked him if he would grant me a lease upon the land for fear something might happen to his life or myself, to give me some security for my share that I had taken in the work and the expenses. He said he would willingly, that he would grant me a lease, but he advised me not to take it on the ground that he would take care that I should keep the farm as long as I should want it because also restrictions would be made perhaps a great deal different in the lease than what it was in my agreement. I found it would be so. Then I agreed to let it remain as it was. Unluckily he died after I had been there 30 years. During that 30 years I fenced and made two pools. I made one myself, and another pool I sunk and had the haulage of all the materials

Chairman—continued.

over a mile or a mile and a quarter distance. He paid the masons for that and about 40 acres that were drained, which came to some amount of money. At the end of 30 years he died. Then I had a new landlord, and it went into the hands and under the management of a trustee. After that he gave me notice in two years to raise my land 40 per cent. on my own improvements. Before I took it my farm was let to a substantial tenant, who gave it up for want of repairs, and I took it because I was a young man and had a wife, and I was obliged to get a living. I stuck to it, and after I had been there 30 years I had this notice to raise the rent, and they raised it 32 per cent. before I should be allowed to keep it. I would not keep it very long. I could not agree to that. I could not suffer myself to be on a place where I thought I was very much wronged. I went from there to Monkton, where I pay 600*l.* rent.

821*a.* In resuming the occupation of a field or plot out of a holding for the sake of planting, building, or for other purposes, do owners generally serve their tenants with proper notices for the purpose of granting them compensation?—He took from me five acres and he never gave me a penny.

822. If damage is done to the land in timber cutting is the tenant compensated?—A little of that was done with me and nothing was allowed.

823. If any mining, brickfields, quarries or other industrial operations have been commenced on land in your occupation has the rent been readjusted or compensation granted in consequence?—There was nothing of the kind on my farm.

Sir *John Llewelyn.*

824. Have you a copy of your agreement?—Yes.

825. Did you consider that any of the clauses were oppressive?—Yes.

826. Will you tell me which they are?—Those that I have underlined.

827. "The landlord reserves to himself the "power of taking at any time any portion "of land for planting or for the purpose of any "other improvements, allowing to the tenant "a proportionate deduction from the rent for "every acre or part of an acre so taken. And "it is hereby declared that this present writing "contains the whole of the agreement and under-"standing between the parties hereto with re-"spect to the premises demised without regard to "reference to any local or other customs?"—Yes.

828. Was this an arrangement with your old landlord or with the subsequent trustee?—With the subsequent trustee.

829. You do not complain of your tenure under the original landlord?—No.

830. But after his death you had a stringent agreement with the trustee?—More stringent by far.

831. And if I follow your evidence you found yourself with a rent raised 32 per cent.?—Yes.

832. That you felt to be an injustice?—Yes, and besides that there was a difference of 32 per cent. in money and taking away five acres of plantation without allowing anything for that as well.

Sir *J. Llewelyn*—continued.

833. That you naturally would consider to have been detrimental?—Yes, I thought so.

834. In fact, the words you used were that you considered yourself to be wronged?—Yes.

835. What is the amount of money that you yourself considered that you had laid out. I understand you say that part of the drainage was found by the landlord?—I consider I spent over 100*l.* When I took the farm there was no shed there for any shelter for any beasts. I first paid 100*l.*, and that would be only about 100 acres of land, but before my landlord died I had about 180 acres and paid about 205*l.*, and then for nothing it was raised to 220*l.* and they were taking the land away as well.

836. What was the amount of your rent?—205*l.* if I remember now. That agreement which I had at first I destroyed and many other agreements which I had with him at the same time.

837. Can you tell me whether that rent was fixed at a gross sum or at any particular amount per acre?—Well it is a gross sum taking into consideration how many acres I had, but whether it was more or less that was the rent that we fixed upon.

838. Can you speak of the neighbouring estates, whether there was a uniformity in the rents of land of similar quality in the neighbourhood?—I think in that parish they were very fair.

839. Are the smaller tenants rented higher per acre than the large farms?—Yes, they are. There are more applications for small farms than for big ones.

840. And taking it all round at what would you put the rent per acre in your neighbourhood?—The land was so very much different, but it was from 15*s.* to 35*s.* that was grass land at 35*s.*

841. Would you average it at 25*s.*?—I suppose we could.

842. You tell me it varies between 15*s.* and 35*s.*?—Yes, I think it would be so.

843. Have you any commons in your neighbourhood?—There are no commons.

844. Are there any services other than the payment of rent?—No, no other service.

Professor *Rhŷs*.

845. Is the rent fixed on the basis of a valuation or by proposal followed by private treaty?—I believe by private treaty and mostly to the highest bidder

846. In that case is the holding practically let to the highest bidder?—Yes, mostly, I think.

847. Does that result in what is called a fair rent being fixed?—No, you cannot call that a fair rent, it would be accommodation rent very often.

848. But the amount of the capital of the proposed tenant has doubtless to be taken into consideration?—It ought to be.

849. Do you think it is?—Not always, certainly.

850. What other considerations do you think enter into it?—Take the land at the price and run the risk without any consideration of price.

851. Does the consideration of the capital of the tenant have much to do with it at all?—No, I do not believe it does.

Professor *Rhŷs*—continued.

852. What considerations then enter into the selection of a tenant?—I cannot give you an answer for it. I am not prepared to give an answer, but I believe it is let mostly to the highest bidder without taking much into consideration what capital he has to take the undertaking. I am under that impression.

853. Have you known arbitration resorted to as a means of settling or readjusting the rent?—I do not know of any.

Mr. *Grove*.

854. Have rents been raised generally during the last few years?—Yes.

855. Have there been any permanent reductions?—I do not know of any, but I have heard there is, although I am not certain. The only estate I have heard where there has been a permanent reduction is Lord Wimborne's, but whether that is right or not I do not know. Mr. Thomas gave it in his evidence. It is only abatement; there are many give abatement from 5 to 15 per cent., I should say.

856. And the landlords generally, I suppose, have given these temporary abatements?—I am afraid not.

857. In many cases?—In some cases no doubt.

858. Half in some cases?—Upon that I should not like to give an opinion.

859. You say from 5 to 10, or 15 per cent.?—Well, I do not know. I have not heard of more—I cannot say I have heard of more.

860. When that abatement is made is a notice given by the landlord beforehand?—I have seen it and sometimes the tenants only know at the time when they are going to pay the rent.

861. If rents are raised or reduced is there a general revaluation on purpose to get new figures?—No, it is only just as it comes into the mind of the agent, I believe, or the landlord. They put it before the tenant and they try to come to terms, and, if they fail, I believe, then there is a notice given. I believe they try that game first and then if it fails, the tenant has to look for another farm.

862. What time do they give you for the payment of rent after it comes due?—From four to six months. I do not know of any case longer than that.

Mr. *Seebohm*.

863. You stated that the agreement which was handed in was imposed upon the death of the previous landlord?—Yes.

864. Was the same form of agreement used throughout the estate?—I believe it was.

865. Were there a good many tenants?—I daresay from 40 to 50 tenants. I believe the biggest farm was about 240 acres, and then it comes down to a few acres.

866. Then about the charges on land. Have you anything to say with regard to them: the tithe, land tax, and chief rent and local rates? Is there any hardship with regard to these?—The tithe is paid by the landlord, but is reclaimed again at the next audit by most of the agents. I know one or two who pay the tithe themselves and perhaps half the rates.

Mr. *Seebohm*—continued.

867. Do you think a division of the local rates between the landlord and the tenant is a fair, equitable arrangement?—I do not think that the landlord pays any local rates.

868. Would you think it would be a good thing to do, to divide the rates, of course with an adjustment of rent?—So far as that would go of course it would help the tenant, but I do not believe that would be sufficient in these days to meet the times that the tenant is having under it.

869. Have the local rates on the whole increased during the last 25 years?—Yes, they average somewhere about 20 to 25 per cent.; they made it out according to the Committee that was appointed, to endeavour to go into this matter. It may not be my opinion exactly, but at the same time I went the same way with them very nearly although not exactly.

870. Is it true that although the education rate and the highway rate is increased the poor rate has gone down?—No, I could not say that.

871. Then what do you say is the average size of farms in this district?—I say a farm of 240 to 250 acres is an ample farm for any man to manage beneficially to his own self. Of course it may be in a man's favour to say that he can manage more, but at the same time I believe by giving him much more he deprives other families from having a beneficial livelihood. I say about 240 to 250 acres is sufficient for any man to look after and not to leave anything waste one end when he is at the other. A farmer must pay attention to all parts of his farm to make it pay.

872. Would a man with a family be able to conduct a farm of 250 acres without assistance from outside?—Yes, if his family is large enough, because he does not then require to pay so much for labour.

873. Would he be able to do the whole without much labour from outside?—Oh, no.

874. If it was a pasture farm perhaps he would?—No, he could not; he must have some labour. He has a lot of work to do with his cattle and sheep and with everything.

875. Has there been much consolidation of farms here?—There may have been some years ago, but not now lately.

Mr. *Richard Jones.*

876. One question on the charges of land. Do you say the charges on the land have increased 25 per cent.?—Yes, that is what they made out it was.

877. Who has borne that increase, the tenant or the landlord?—The tenant.

878. Do you think it would be advantageous to the tenant to have the rates divided between the landlord and the occupier?—Yes, certainly, it would be so far as that would go, but I do not say that is sufficient.

879. What has been the effect of consolidation on production?—I do not think there is much difference.

880. And in point of labour?—There is less labour when there is a consolidation of farms. A man could do with less labour and cheaper because he will have just the same amount of

Mr. *R. Jones*—continued.

implements to work, you may say, 100 acres and 120 acres as 220 or 250. Then he has men to do everything with everything at his command if he has say 200 or 300 acres, which he has not perhaps at all times when the farm is smaller.

881. What has been the effect on rent?—The rent is higher on the small as compared with the large undertakings.

882. And the population and inhabited houses?—That is growing less. In the town where I live now not less than 18 houses have been thrown down the last three years or cottages the labourers used to live in; they go to the works or elsewhere.

883. That causes a deficiency of labouring men?—It causes a deficiency of good skilled men, but not of some sort. There are plenty of some sort, but good skilled men are growing scarce in that place, and I know it too because there are complaints.

884. Do you know of farms being cut up into small divisions?—No.

885. What are the relative effects of small and large holdings respectively on their occupiers as to their practical skill in farming? Which are the best class of farmers, large or small?—Large ones have the better chance, but I do not believe after all they are a better class of business men than the smaller ones, only that the practical skill can develop better when you have a big farm.

886. Which are able to tide over a period of depression best, the small or large farmers?—I will give you the opinion of the committee that small farmers have the better chance. The opinion of the committee is that small farmers have a better chance of tiding over hard times.

887. Because their children work on the farm?—Yes.

888. The consequence is that these children do not get paid for their services?—Oh, no, they do not get anything. I paid no wages to my children.

889. A little pocket money when they go to the fairs, I suppose?—Yes, that is all. I am one of 12 children brought up on a farm, and I have brought up 10 children myself on a farm, and then, of course, I did not require much labour at one time, and that was an advantage to me to enable me to rise from a small farm and to have a bigger farm.

890. When you were farming that farm and having to pay for the labour could you pay for that farm?—I did pay for it before my children rose up, and I did not make anything more, but when they grew up I made something better. Is that a satisfactory answer for you?

891. Do you think you could pay for it now?—I think not.

Mr. *Brynmor Jones.*

892. I want to ask you a few questions. Did you have any agreement in writing when you took the farm first of all?—Yes.

892*a*. Have you got that?—No, I have not.

893. When the landlord to whom you referred died how was it that the new arrangement was come to. Was a notice to quit given to you or a notice to increase the rent sent to you,

Mr. *Brynmor Jones*—continued.

or did they meet you first of all to talk over matters?—The new trustee gave us notice all round first of all to make us tenants he said of the trustees at once after the land came under his management, and within 18 months or so after he gave notice again to everybody. He thought I have not the least doubt, that they could bear any rise. He gave them notice to raise the rent again, and so we had to raise it. Then they had those notices. One had to go because he could not pay. Another died, and I do not know whether they broke that up.

894. I think you told us this before or part of it?—Perhaps I did.

895. I was rather on the method, was there simply a notice given to increase the rent so much?—No, it was a notice to quit, and when I went to see him I told him I had a notice from him, and he said yes, and I said, "What is the meaning of it?" He told me he thought my farm was worth more money than I was paying for it. "Well," I said, "if it is, I made it so." I had laid down three fields of 20 acres in permanent grass. He knew the land as well as myself. I went over it and told him that I had to make pools for three different fields and another pool he knew and the haulage I had done for it, and all the drainage I made as well with his brother. I paid interest to his brother for the capital he laid out, and therefore I told him I believed that was sufficient rise for me to pay for the loan of the capital, because it was increasing the value of his land, and by doing so I ought to keep that farm.

896. Ultimately you signed a fresh agreement on a printed form?—I did. The first agreement was on a printed form.

897. That is the printed form you have put in?—Yes.

898. Did you raise any objection to the clauses?—Yes, I made an objection to the clauses at the time and also afterwards.

899. I want to call your attention to several of these clauses, and to ask you a few questions about each of them. I see that here you are "to pay your rent without any deduction for "tithes, rentcharge, county road rate, or on any "other account whatsoever except for property "tax." Did you consider that oppressive?—I not know that I did.

900. That is usual, is it not?—I think it is.

901. Is there any land tax on this estate?—No, it is redeemed.

902. "The tenant is to keep gates and fences "in good repair, and to do all the haulage for "other repairs when called upon by the landlord "so to do." Is that a usual clause?—I do not know. What I considered was oppressive in it was that he could command me to haul at any time for the improvement of the farm whether I went out of it or not.

903. To do all the haulage for all the other repairs?—Yes.

904. Do you know whether that clause is used in this part of the world at all in written agreements apart from this written agreement?—I know I have seen other agreements in which that clause is included without paying any interest.

905. You have underlined the next clause, "The tenant shall feed, consume, and expend on "the premises demised, all hay, straw, turnips, "and other produce, and the manure grown "and made therefrom." Is that a usual clause?—I do not know exactly about that, but I thought it was a great hardship for me to pay perhaps from 20*l.* to 30*l.* a year for bone manure to go to the land to improve the crops, and I should not have the benefit of selling any produce from the crops for which I had bought the manure.

906. Was this in the old agreement?—That was not in the old agreement.

907. The next is that you are not to "assign "or underlet any part of the premises or plough "any pasture land without the consent in writ-"ing of the landlord." As to the mere assigning and underletting, that is a common clause enough?—Yes.

908. What do you complain about it?—I do not know that I complain now.

909. Do you object to ploughing the pasture land?—That is quite right.

910. You do not object to that?—No.

911. The next is as to the order of crops. Is there anything wrong about that?—Yes.

912. Is that a usual clause?—I cannot say.

913. "The tenant shall not grow any two "successive white crops without the intervention "of some green crop to be grazed and fed on the "land, except by leave in writing from the land-"lord so to do"?—Yes, I think that is too much, that I should have to ask my landlord what I should put in the land. If I did not know what to do with it then I should not be there at all. I think I should grow if I chose, occasionally, when it was wanted, without asking him, a crop of wheat and a crop of barley, instead of as put there.

914. Is it a usual clause? Have you seen any other agreements in this neighbourhood?—It may be, but at the same time I cannot say.

915. The next clause you have underlined is: "The tenant shall not at any time lime to a "greater extent than 35 cranocks of lime per "acre, and shall not be at liberty to lime at all "the last year of his tenancy should he receive "notice in writing from his landlord not so to "do?"—I consider that arbitrary. Why should I keep my horses and my men in that way? I do the thing every year—that is, liming. Why should not I do it the last year as well as some other year if I do it for the benefit of the farm? It would be a benefit for the new tenant to have it on the same conditions when I leave.

916. Is it usual or unusual?—I think it is unusual.

917. Was it in the old agreement?—Oh, no.

918. Another clause underlined is: "All game, "rabbits, fish, and wild fowl are reserved to the "landlord, with liberty at all times by himself "or his servants to take or pursue the same on "or over any part of the premises." That is usual, is it not?—Well, it may be, but is it fair?

Mr. Brynmor Jones—continued.

I call it unfair that the keeper should have a right to come over my land, go into my clover, and go into my wheat and my barley, to look for eggs or pheasants or anything at any time of the year when the crops are in the field, and I have no chance to stop it.

919. Let us thresh this out a little bit. This is a license which the landlord reserves to himself. If the license is used excessively you have your remedy?—I have no remedy because I have agreed he should have it.

920. He only reserves to himself a license to go upon the land. That being construed reasonably seems to me not to extend so far as you are now suggesting?—If I put that remedy in force against my landlord he would take another remedy to meet me.

921. That is to say, that whatever your legal rights may be, seeing you are only a tenant from year to year, under this it would be awkward for you to make any representations to the landlord?—Yes, because I should have a notice to leave.

922. Then you have underlined the next clause: "The landlord reserves to himself the "power of having at any time any portion of "land for planting, or for the purpose of any "other improvements, allowing to the tenant a "proportionate deduction." What is the objection to that?—It may be that he would take some of the best land from the best field I have, and allow me what I was paying for the other.

923. Have you seen a clause to the same effect usually in these agreements?—Yes; it is usually inserted.

924. Was it in the old agreement?—No, it was not. My old agreement was very short and very simple. It simply mentioned the number of acres and the fields, and the amount I pay, without any restriction. I know I was not to plough any of the old pasture lands without his consent.

925. This being a tenancy from year to year, the landlord might, by giving you notice to quit the whole land, practically secure to himself any portion that he wanted?—Yes, exactly; he may do it if he chooses to do it. At the same time I consider it would do me a hardship in this way, that he should have the power, without giving me notice, whether I should like it or not, to take the land from me.

926. There is a proportionate deduction in the rent?—Yes. That is what I paid for my farm, whether he took some of the best or some of the worst.

927. The words that you really complain of are these words, apart from the general complaint of the inconvenience that you would have to take back this land without notice: "a pro-"portionate deduction from the rent for every "acre." You think if he did take any part of the land that the question of the quality of the land ought to be taken into consideration in estimating the deduction from the rent?—Yes.

928. Then another clause underlined is:—"The landlord reserves to himself all timber, "stones, and minerals, together with the right "by himself or servants of at all times entering "in, upon, or over any portion of the said "demised premises for the purpose of cutting "down, quarrying, mining, and carrying away "the same respectively, or for any other pur-"pose whatsoever during the continuance of "the tenants holding"?—I object that he should go over this land at any time in the year when I had crops there without paying damage for it.

929. In saying that this clause is oppressive, I understand you assume that upon the true construction of the clause the landlord might go anywhere?—Yes, exactly; at any time.

930. In fact exercise the power quite unreasonably and to the damage of the crops and other interests?—Yes, exactly.

931. Has it occurred to you that possibly the clause does not mean what you are now suggesting?—I do not know, but at the same time it is open to that.

932. The last two clauses I see you object to also. I see the agreement excludes the operation of any local custom including the custom of Glamorganshire?—Yes.

933. And also the operation of the 38 & 39 Vict. c. 92.?—Yes, and includes all claims.

934. Why was it that so competent a farmer as you were you signed such an agreement as this?—I cannot tell you. At that time, if I remember right, farms were rather scarce, and I had a large family, and I could not go out without I did know where to go.

935. You had been there many years?—Thirty-eight years before I gave that notice. I told him there and then I should take the first opportunity I had a chance open to give the farm up, and also I was at the same time leaving my labours and a lot of what I had laid out for the benefit of somebody else.

936. Was there an agent for this or did you see the landlord or the trustee?—He was agent himself—he was acting for himself.

Lord *Kenyon.*

937. What was the acreage of your farm?—From 170 to 180 acres about, I believe.

938. Was it rented at about 1*l.* an acre?—A little above 1*l.* an acre. I think about 25*s.* So far as I remember now it was 25*s.* That was the rent under the agreement there.

939. You said you thought that farms were as a rule let to the highest bidder?—Yes.

940. And totally irrespective of capital?—I believe so. There is no doubt that that is not sufficiently taken into consideration.

941. Surely the landlords look after their own interests better than that, to let a farm to a man without capital who says he will pay a high rent?—I know farms that are advertised, where you have to send a letter, and if you apply for the farm you must send a tender of what you will give for it.

942. If a man has no capital and pays a high rent it merely means that he farms for a year

Lord *Kenyon*—continued.

and then leaves—he is broken at the end?—We find them take them with very little capital and run the risk of keeping them, and if they be lucky to get a harvest and get the crops and dispose of them they gain something. A man with no capital has nothing to lose, but he may gain.

943. Who is the greatest loser in the end?—That is another question. That is for the landlord to look at.

944. You said you objected to being tied down to any particular course?—Yes; I think the farmer should have more freedom.

945. Surely it is usual to be tied down to some recognised course?—It may be, but at the same time whether it is good or not I say not.

946. Supposing you were to give notice and you were not bound to any recognised course, would not that be detrimental to the farm?—Yes; and the outgoing tenant would have to pay for his bad farming. If I left the farm in a dilapidated state I should run the risk of paying a fine for doing so, because the valuers would take into consideration that I had made the farm of less value than it ought to be. Therefore, it would be deducted out of the bill of the incoming tenant.

947. Would you not consider that a recognised course of agriculture was a good course?—I do not mean to say no, but I do not agree when we are tied.

948. I only want one answer. Would you consider that a landlord has a right to have his farm treated according to what he considers a good course looking at his estate as a whole?—Certainly he has.

949. He could not make individual exceptions in his agreements?—Well, I do not know why he should put it that you are not to rise two crops, because that is not much; if he had put three or four that would be different—two crops of white after you have a green crop.

950. Surely if you had seen the agent and objected to a clause like that for one particular year and for some particular reason, that clause would have been set on one side; do not you agree to that?—Very likely it would.

951. As a safeguard to the landlord I think it was reasonable that some such clause should be in to prevent what I may call farming out?—It may be, but I think the man who is a practical farmer will take care that he himself when he is in the farm will not farm so as to injure the farm, because he would be the sufferer himself.

952. Then you objected to the landlord taking a certain number of acres, or having such a clause for the sake of the plantation? You said he might take the best?—Exactly.

953. Do you think a man ought to damage his own farm by taking away the best part?—He may. I believe I know of a case where the landlord has taken the best plot on the farm even for game. I should not like to mention it, but I have heard it upon very good authority.

954. You have had some land taken off your farm—five acres?—Yes.

Lord *Kenyon*—continued.

955. Was that the best land on your farm?—No, it was not. He took from an acre and a half to two acres of the best of the land, and another portion he took about three acres, which was not the best.

956. You said your rent was considerably raised?—Yes.

957. And you thought the reason was because you had improved it, and it could pay more rent through your improvements?—Yes.

958. Did the tenant who followed you remain upon the farm?—He is there still.

959. And does he still pay the same rent?—I do not know, but he had 5 or 10 per cent. back this last time.

960. You think the rent was about 25*s.* an acre?—It was high. The farm would not let at 35*s.*, but I say 35*s.* may be given, but not for any farm.

961. That would be an extreme limit—between 15*s.* and 35*s.*?—There was a farm let at 32*s.* or 34*s.* free without tithes and rates, that was adjoining the forest.

962. Your farm was let at a low rent before?—No, it was not.

963. Not too low?—No. The fact is, that a farmer who took it before I took it was an experienced farmer, but because the landlord would not lay out 200*l.* in improvements on the house and the buildings he would not keep it, and that is the way in which it happened to come to me. I was just newly married and we thought we could live upon it, and I took it as a place for myself and my wife to go to. Then I stuck to it and tried to improve it, and did improve it, and was there 30 years. After that 30 years when I had a little dispute I did nothing to improve the farm, but I kept it as it was before.

Mr. *Grove.*

964. You hold your farm now yearly? It is a yearly taking?—I live now only in a small cottage and one field. I have retired from farming entirely.

Chairman.

965. I have two questions, one of them from Mr. Vincent. Have any of the stringent clauses in your agreement been insisted upon, or is your complaint against the possible construction of the agreement?—It was not, only I took care that everything in my agreement was substantiated in my way of doing it. I know of cases when the tenant opposite, who was a neighbour of mine, left after me, and because he did neglect to carry out some of the agreement he had to suffer.

966. There is another question from the same quarter. Can you mention any specific estates in Glamorganshire, on which you believe the rent is determined by the highest bidder?—No, I cannot take an estate; I do not know of any estate. Letters have gone out to applicants for the farm, and the return came, and then it was let to the highest bidder.

Re-examined, 25,867.

The witness withdrew.

Mr. R. Thurston Bassett called and examined.

Chairman.

967. You are a master of fox hounds?—I am.

968. And a landowner?—Yes.

969. And you live at Crossways, near Cowbridge?—Yes.

970. You are deputed to give evidence by the Farmers' Club, I understand?—Yes, I am.

971. You wish to speak to ownership and game preserving?—Game preserving and the general condition of the farming population.

972. Shall we take the game preserving first?—Yes. I should like to say that I am the only landlord selected by the Farmers' Club to give evidence on this Commission. I am not here of my own seeking. In fact, I was in London when my name was selected, and I declined, at first, to give evidence when I was told I should be asked to do so; but I was very much pressed by the tenant farmers of the club to come here, and I thought it would be ungracious on my part not to assist men I am mixed up with in more ways than one, and try to assist them to the best of my ability.

973. What do you wish to tell us about the game preserving?—This is not a game preserving country at all. Game is very scarce, except in two or three places. I should say I shoot the greater part of the county. I go out to most places, and if 200 pheasants are killed, we consider it a very good day indeed. With regard to hares, there are no hares in the country, except in three places. I can mention Lord Windsor, and Lord Dunraven have a few at a place called Coity, and a tenant farmer has the largest number of all at a place called Sully, where, I believe, they are preserved for coursing. There are, no doubt, a great many rabbits in some places, but I think in those places they are generally wired in and a warren is made. Where there are many on other farms I consider it entirely a question between the landlord and the tenant. I may mention that prior to last year I occupied the position of land agent for 10 or 12 years, and I had a good deal of experience in game and the management of game. I found during my experience that most farmers availed themselves of the Ground Game Act. Those who availed themselves of the Ground Game Act we did not compensate, and those who did not do so we compensated, and I never had any bother with them at all. I think I may say I satisfied their claims to the fullest extent.

974. We understand that there is no damage to speak of done by game to the crops and pasture of the tenant farmers?—Certainly not by game. There may be by rabbits.

975. How are you off for foxes?—There are plenty of foxes, and they assist very materially in keeping down the rabbits.

976. Not much wire?—A good deal of wire.

977. Any barbed wire?—I am afraid so.

978 That is all you wish to say about the game?—Yes; that is all, I think. I think the tenants wish me particularly to speak on the general head No. 6, the condition of the farming population, and especially as to the tenants' farms and their mode of life.

Chairman—continued.

979 We have thrashed that out pretty well, about the children working, and the condition of the tenant farmers and their wives?—I am sure the vale of Glamorgan has greatly to thank the fathers of the present generation for the way in which they brought up their sons. I am sure if the tenant farmers' sons did not cultivate the soil as they have done we should be in the same plight as you are in a great many parts of England.

980. Your opinion is that the condition of agriculture is fairly satisfactory?—Yes, I think so; and that is one of the great reasons of it that the tenant farmers' sons do a very vast amount of work, and in a very superior manner too.

981. And, so far as you see, the rents are not excessive?—No; I should say not.

982. And, as a whole, the feeling between landlord and tenant is very satisfactory?—Yes. I should like to say that there have been permanent reductions on the estates I have had the management of.

983. Which estates are those?—The estates of Captain Homfray, of Penlline Castle, and on the estate of Mr. Geo. W. Tyler and on my own estate there have been permanent reductions.

984. We have heard in evidence that on the estates of Lord Windsor, Lord Dunraven, and Lord Wimborne there have been reductions?—Yes; as high as 20 per cent. I believe Lord Wimborne has sometimes given back as much as 25 per cent.

985. Given back; not permanent?—No; abatements I am talking of.

986. We understand you to say there has been no permanent reduction?—Yes; there has been permanent reduction on the estate where I had the management. Where I thought the rent was excessive, then I gave a permanent reduction; but where I thought the rent was fair and the times might mend, and there was no need of making a permanent reduction they had an abatement, so that we could go back to the old rents if times did change.

987. There has been nothing like the one quarter per cent. of reduction such as has been made in Lincolnshire?—Oh, no.

Mr. *Brynmor Jones.*

988. You have been good enough to speak with regard to game preserving in this district. As I understand it, you do not think it is a cause of much dispute between the landlord and tenant?—I do not think so. I do not hear much about it.

989. Do you sit at Petty Sessions?—I do.

Mr. *Brynmor Jones*—continued.

990. Can you tell me whether offences against the game laws are common at your Petty Sessions?—Not more than other Petty Sessions. No; I think they are rather uncommon; we are generally employed with breaches of the Sunday Closing Act and the School Board.

991. You can answer the question; what proportion are the offences against the game laws to other offences, say against property; you say a small per-centage?—Yes; but I should not like to say, because I really do not know. I should not think there were half a dozen breaches of game laws in six months; certainly not.

Mr. *Brynmor Jones*—continued.

992. I think you said you came here at the request of the tenant farmers?—I did.

993. Are you a member of the Farmers' Club?—I am.

994. How is it that you, a landlord, are a member of that club?—There are many landlords members of it.

Re-examined, 36,029.

The witness withdrew.

Mr. Edmund Lewis called and examined.

Chairman.

995. Are you a tenant farmer?—Yes.

996. Where do you live?—At St. Mary Hill Court.

997. You are one of the representatives of the Farmers' Club?—Yes.

998. You wish to give evidence as one of the spokesmen of the Farmers' Club?—Yes. I may say that according to the arrangements made, I and Mr. Akers were to have spoken on occupation principally. That was the arrangement.

999. You wish to speak on cultivation of the land?—I have no special knowledge of that, and I do not see any utility, therefore, in my speaking upon it.

1000. Kindly tell us what part of the occupation question you would like to speak to?—If you would follow the syllabus there are many questions here that I have no great interest in.

1001. We have many witnesses yet to come, and we do not want to go all over the ground again. Is there anything particular you wish to speak to?—I may mention fluctuation in prices.

1002. What have been the chief fluctuations in prices affecting rent within the last 50 years?—I may say from my own local knowledge, I very much agree with the evidence tendered by Mr. Rees Thomas, and I do not know that I have very much to add to that. Besides that I have looked at a few statistics from other sources, which agree very much with my own local knowledge, that is notably, some evidence offered by a Mr. Clay, of Yorkshire, before the Central Chamber of Agriculture. He compared the prices of 1871 against 1891, and he took the principal articles of produce, in wheat for instance, between the two years. There was a fall of 2*s.* 7½*d.* in wheat per bushel; in barley again, 1*s.* 2*d.* per bushel; oats, 9¾*d.* per bushel; beans and peas, 10*d.* per bushel; meat generally 2*d.* per lb.; wool 11½*d.* I think those are fair comparisons between the two years, although there have been fluctuations more or less in the interval between that time; that is to say, the produce has been higher and perhaps lower within some of the last years. He estimates a loss per annum of 77½ millions in agricultural produce, from the united loss on all those articles of farming produce, and he further puts the depreciation in stock at 64,000,000*l.*, and I myself agree with the figures. Those have been the causes that have operated in causing fluctuation of rent.

Chairman—continued.

1003. Have you any grievances about the rates?—Yes, I have. I think that land has to bear far more than its due proportion of local burdens, and I find that during the last 30 years local rates have increased considerably. Take my own parish. I happened to find an old account book with regard to the parish accounts, and from that I took the average amount extracted in rates from the parish from the years 1850 to 1855 inclusive—six years—and I found that the average amount then—it is a small parish—was 94*l.* 15*s.* 9*d.* Taking the last six years included up to 1891 within the same parish it has averaged 145*l.*, an increase of something like over 50 per cent.

Mr. *Seebohm.*

1004. Has the population increased in the meantime?—It has decreased in the meantime.

Sir *John Llewelyn.*

1005. Does that include the School Board?—Yes, but it is a School Board which is worked as reasonably as any I know of. The average rate is only 4½*d.* in the £, and while this increase of 50 per cent. has been going on in the local rates, the amount collected for the poor rates within our Union have considerably decreased.

Chairman.

1006. Have you anything to tell us about railway rates?—Yes; so far as they affect us they are excessive. They are very much against us in the conveyance of cake and manures, and again in sending our corn away.

1007. And in the removal of stock?—Yes they tell against us there.

1008. Now about the size of farms. I think we have had every sort of information about that, and about the way in which the rents are paid?—Yes, I agree with everything said there.

1009. You agree that they are not excessive on large estates?—No, they have not been, but

Chairman—continued.

I will say this, that there is not perhaps a general acceptance of the present situation.

1010. That is to say, you have not had the permanent reduction that is general in most other parts of the country, at any rate in England?—No; permanent reductions have not been made on anything like this scale. I only know of one case, that is Lord Wimborne's.

1011. There has been no such permanent reduction of rents as there has been in many parts of England?—No; there has not been; not so much as there should be.

1012. Still we may take it that there is no great complaint in this part of the country?—Oh, yes. I certainly say the agriculturists in this part of the country are not escaping the general depression, or anything like it.

1013. They have not been lucky enough to escape it in this part of the world?—No.

Mr. *Brynmor Jones.*

1014. We have heard mention earlier of the day of the manors?—Yes. I have a general knowledge of that.

1015. Are there courts still held in connection with the manors?—Oh, yes, in many cases.

1016. Which is the nearest court to Cowbridge?—There is a court held here, I do not know whether it is held annually, but the Marquess of Bute holds his courts fairly regularly.

1017. Here?—Yes, I think so, and there is a manor adjoining my farm, the manor of Ruthin, and a leet court is held annually at Llanhairan.

1018. Who is the steward there?—I hear it is Mr. Corbett, I am not intimately connected with it. Mr. Corbett, of Cardiff, is the Marquess of Bute's agent. I live within an old manor myself, the manor of Gelligarn, but the last court there was held about 60 years ago, and I have heard my mother speak of having the last court held at our house some 60 years ago.

1019. Who is the landlord there?—Mr. Aubrey Aubrey.

1020. Are they the same manorial rights which he now exercises?—No, not now.

Mr. *Seebohm.*

1021. There are not any copyhold tenements, perhaps?—Not within that manor. There are some leaseholders there.

Mr. *Brynmor Jones.*

1022. Is there much copyhold property in these manors in the district?—There is in some cases. The Earl of Dunraven is lord of two manors to the north of where I reside.

Mr. *Seebohm.*

1023. Would that copyhold property be let from year to year?—As a rule copyholders occupy their own property.

Mr. *Brynmor Jones.*

1024. Is there not some Duchy property here?—Yes, in the parish of St. Bride's Major.

1025. Who manages that? Do you remember the gentleman's name?—Mr. Thomas Collier is the local agent, of Aberkenfig, near Bridgend.

1026. Do you know of anything special in regard to the duchy property you would like to mention to us?—I only know that this common, which is of considerable extent, what extent I could not specify, but many hundreds of acres, is open as to rights of pasturage to all the inhabitants of that parish of St. Bride's Major, irrespective of their holding any land—all who have a house, or to put it locally, all who possess a chimney, have an unlimited right of pasturage.

1027. Is there a Welsh phrase for that that you can recollect?—"Pob un a simne."

1028. Is there any technical Welsh term handed down for describing the exercising of this right of common?—Not that I am aware of. With regard to that property I would express this opinion I do think, in the public interest, it would be desirable that that land should in some way be brought into public use. I do not think it is fair that a very wide area of good agricultural land like that should contribute nothing towards the local burdens, as that does not.

1029. Is it unenclosed?—Yes, unenclosed.

Mr. *Seebohm.*

1030. None of it arable?—No, none arable; all pasture.

Mr. *Grove.*

1031. You say they pay no rates upon that at all?—No rates at all.

Mr. *Brynmor Jones.*

1032. Are any dues paid to the duchy?—Yes, the public have to pay. They own the foreshore for some miles, and if sand or gravel is taken away you have to pay a royalty to the duchy.

1033. If you have a house or chimney in this parish, and you use the right of common, have you to pay anything?—Nothing is paid to the duchy in the right of the exercise of common, but as to provisions as to houses built on the waste I could not speak. As I have said before, I have never resided within the parish, and I have not an intimate local knowledge. The sporting rights over this are held by the Earl of Dunraven, but under what conditions I do not know.

Professor *Rhŷs.*

1034. Where is Gelligarn?—Near St. Mary's Hill. Gelligarn is the ancient name of the hamlet. It is equidistant between Bridgend and Cowbridge.

Mr. *Grove.*

1035. You spoke of railway rates being rather oppressive for the farming industry?—Yes.

1036. Has there been any large increase in railway rates of late?—I am not a large user of the railway myself, and since the new rates have been in force I have not had much to do with the railway. I may specify the last case where I did use the railway. I had some manure down from London the week before last. It was a cheap manure (kainit), and it cost me two guineas a ton, and on that I had to pay 17*s.* 6*d.* a ton for carriage. I sent my order to the Anglo-Continental Manure Company under the impression that they would have sent me the manure from the Bristol depôt, otherwise I would not have had it, and they sent it from Poplar, and it cost me 17*s.* 6*d.* a ton.

1037. You did not test that by the rates published in Clause D.?—No.

1038. You can get this book at the Board of Trade for 1*s.*, and it gives you all particulars?—Yes. I heard you say so to another witness. What I would chiefly emphasize as a mode of relief, next to having a fair rent adjusted, would be the great desirability of having our local rates more fairly adjusted in the interest of the land. I have some statistics on that point. I find that income tax is paid annually on 57½ millions in rent from land, and on profits from trade, on the other hand, income tax is paid on 587,000,000*l.* Now, this 57½ millions bears over 4*s.* in the £ in charges for local purposes. The other comes away with something like 7½*d.*, and all this is really paid by the occupier. I think if we were only fairly dealt with in that respect it would amount to at least giving us in one form a very substantial relief at once. I think it is only fair, so long as the commercial classes will insist on our growing food for them in open competition with the foreigner they should at the same time take a fair share of the public burden for all local purposes.

Mr. *Richard Jones.*

1039. How would you localise personal property for the purpose of paying the local rates?—By paying local charges more largely out of Imperial funds.

1040. By Government intervention?—In that form, if no better means can be devised.

1041. In case you have Government intervention how would you get Government supervision, and that would be a restriction of local government?—Well, it might operate in that way certainly, but still I do not see why what is done now partially might not be done in a much more extended way. I do not know that we should object to Government supervision if at the same time we got Government relief, I would not call it relief. I say it is what is justly due to us. I do not see why one form of property should be called upon to pay something like eight times as much as the other.

1042. A difficulty is to get a way out of it—how to manage to do it?—I really cannot see that. Take, for instance, the last step in that direction—that of free education. Hitherto we had all the money coming locally for that purpose, now it is paid from Imperial sources, it is paid direct from the Treasury. That is a relief for local purposes in a form.

Mr. *R. Jones*—continued.

1043. With regard to the character of the farming in your district, is it mixed farming?—Yes, it is.

1044. Do you pay any attention to dairy farming in it?—In some cases, but it is not carried on extensively.

1045. Is not the land suitable?—Yes, fairly suitable.

1046. Do you not think it would be a profitable branch of farming?—Yes, I do.

1047. Why is not more attention paid to it?—There is one insuperable difficulty, that if you are able to do it yourself, then you may do it, but if you are dependent upon hired labour for that purpose then you cannot get it on anything like an extensive scale. That applies to the whole of the Vale of Glamorgan.

1048. You cannot get qualified persons to look after the dairy?—You cannot get the milking done to begin with.

Mr. *Seebohm.*

1049. Have the County Council in your district done anything in that way under the Technical Education Act?—Yes, they have held milking and butter classes in various centres of the county during the last 18 months.

1050. If that were properly done it might aid you in getting rid of that difficulty?—It might tend in that direction, but there is this fact. It is quite impossible to get female labour for that purpose, and it is very difficult to get sufficient labour to do the present household work alone. Our men look upon it as a sort of degradation to go and milk. They will not do it, and further than that I find we have a considerable amount of labour supplied from the opposite counties of Somerset and Gloucester, and when those men come, they are always willing to milk for the first few months but they very soon find it is *infra dig.* to go on with that sort of labour and they will not do it.

Sir *John Llewelyn.*

1051. Will the daughters on a farm not do it, are they above that kind of thing?—In some cases they do it.

Lord *Kenyon.*

1052. Is there any dairy school in the district?—No, none, except the classes. There were classes held in connexion with the Bath and West of England Society and the County Council—they arranged with the Bath and West of England authorities.

1053. Only classes?—Only classes.

Sir *John Llewelyn.*

1054. They held a meeting at Pencoed?—Yes, and here at Cowbridge and at Llantwit

Sir *John Llewelyn*—continued.

Major too. I have one fact here that I think fairly illustrates the position, the effect of the competition, of foreign corn growing on home production, and that is on unimpeachable authority, Lawes and Gilbert, with regard to wheat growing. Taking the years 1852 and 1853 inclusive to 1859 and 1860, the home production then was 13,403,310 quarters, and the imports were 4,820,246 quarters, and the prices stood at 57*s.* 8*d.* per quarter. Coming down to 1884 and 1885 up to 1891 and 1892, the home production has fallen down to 8,746,970 quarters, and imports have gone up to 18,657,281, and the average price for that time was 32*s.* 5*d.* per quarter. I think those figures show that wheat-growing anyhow as a branch of farming is in a fair way of going out of use altogether. There is another thing I wish to say as a remedy. I think it is only fair that all foreign produce, butter, cheese, and meat, should be clearly labelled in such a way that the consumer who is better able to pay for the home-grown article should have it. There is no doubt he does not get it in a great many cases now, and I also think that where beer is not made from the genuine article of hops and malt that that also should be fairly distinguishable to the consumer.

Mr. *Brynmor Jones.*

1055. How would you carry that out? How would you label butter, for instance?—You could do it at all the ports. You could see that all the casks had certain marks. Let it always be exposed for sale from such labelled casks.

1056. It would be very difficult?—Perhaps.

Lord *Kenyon.*

1057. In the same way in which margarine is marked?—Yes, margarine is so marked. But

Lord *Kenyon*—continued.

I think it is the work of our "patent-ship" to devise such means as to do this in fairness to the community.

Sir *John Llewelyn.*

1058. Is there much competition here by means of foreign butter?—In our towns.

1059. It does not extend here so much as in Cardiff and Swansea?—Not to the same extent, but our proximity to those places brings it there.

1060. Do you assert that that butter is not genuine butter?—From the accounts I see of it, it is anything but genuine.

1061. It was stated at the last meeting of the "Bath and West of England" that they have only just discovered a way of detecting the deception, and it was stated that there was a very unfair competition going on, very difficult of detection. Are you aware of anything of that nature in Cardiff and Swansea?—No, I have no special knowledge, being simply a farmer.

1062. Your last suggestion was that the butter, meat, and cheese should be so dealt with that foreign produce should not be given an advantage against our own home growing?—That it should be so distinguished from our own produce that the buyer would always know what he was buying.

Mr. *Grove.*

1063. You would include in that foreign meat?—Yes, decidedly.

Sir *John Llewelyn.*

1064. You said butter, cheese, and milk?—I thought I emphasized meat more than anything else—meat, not milk; I do not think I mentioned milk.

The witness withdrew.

Mr. David John called and examined.

Chairman.

1065. Are you a tenant farmer?—I am.

1066. Where do you live?—The Ham Farm, Llantwit Major.

1067. You represent the Tenant Farmers' Committee, and you wish to speak to the fourth head, cultivation?—That is so.

Mr. *Griffiths.*

1068. Is there any scarcity of labourers, and, if so, are fences, ditches, watercourses, &c., properly attended to?—There is a scarcity of skilled labour, consequently much detailed work is neglected.

1069. Is there any land going out of cultivation as being insufficiently cultivated in your district?—No land out of cultivation, but much of the heavy and poorer soils have been laid

Mr. *Griffiths*—continued.

down into pasture, which are still very unremunerative to the tenant.

1070. For what reason?—That they have been very imperfectly laid down.

1071. Do the landlords assist in laying down the land?—In some cases the landlords pay for the seeds, but generally, I believe, the farmers have to pay.

1072. To what extent has waste land been reclaimed by tenants within your district within living memory?—There has not been a great deal of waste land in our district, barring pieces of land taken in from the sides of the road.

1073. Has there been any considerable change in the nature of the agriculture pursued within your district within the last, 50 years?—Yes, as I have said, a great deal of the arable land is

Mr. *Griffiths*—continued.

being laid down into pasture, which has caused a change in the system.

1074. What have been the cause and effect of such changes?—It has resulted in a slight reduction of labour.

1075. Have many cases occurred in your district where an outgoing tenant has failed to obtain sufficient compensation?—Yes, many.

1076. In what form?—In some cases, I think it has been mentioned to you to-day, the Agricultural Holdings Act has been introduced in preference to the custom.

1077. Any other?—Well, there have been many cases, I think, in my memory, cases of permanent improvements done by tenants, and not been compensated for, such as outhouses, stock, and improvements to house property.

1078. What is the custom of the country in your district as to the liabilities of the tenant as to the mode of compensation, dilapidations, and sale of produce?—That would come under the "custom," I should think. You would have that in the pamphlet.

1079. Is there any right recognised as belonging to tenants to dispose of their interest in their holdings?—No, I think not, but it is time the tenant should possess the right. It is strongly felt I think that the tenant should have the right to sell his goodwill in his holding the same as a publican would in his business.

1080. You mean to say the tenant does not obtain what he really should have under the Agricultural Holdings Act?—Quite so.

Mr. *Richard Jones.*

1081. Then you are in favour of goodwill for the outgoing tenant?—I am.

1082. Which do you think preferable and more equitable between an outgoing tenant and an incoming tenant to have the system of goodwill or compensation for unexhausted improvements?—I mean the system of goodwill will go further. Let the custom stand as it is, but the system of goodwill should go further than the custom. For instance, I do not think there is quite enough of distinction, as I understand the custom between good farming and bad farming.

1083. Would it meet your case if the custom or Agricultural Holdings Act would give compensation for general improvement of the holding and not for specific improvement?—Yes.

1084. Do you not think that would be satisfactory?—It would amount to pretty well the same thing, would it not, provided the tenant is fully compensated for his improvements and unexhausted manures?

1085. If there is a system of goodwill you would not give the landlord any choice at all in the succeeding tenancy—he would sell it to the highest bidder?—I fail to see that. The landlord would have still the same power in selecting his tenant, but that tenant would have to pay the outgoing tenant his goodwill.

1086. Any sum he liked to contract?—I do not say that. It would be settled by arbitration.

Mr. *R. Jones*—continued.

1087. What right has the arbitrator to decide that?—I do not know that it is for me to make out the rule, but I think the tenant should be fully compensated on that score.

1088. We do not object to that?—It would be more encouragement to good farming.

1089. You would have dual ownership by having the system of goodwill of necessity?—Yes.

1090. Do you not think it would meet the case now if your custom recognised the general improvements of a holding?—Well, possibly it would, if the custom went far enough.

1091. Possibly that is a better suggestion?—I should like to say something about game preserving, on page 5 of the syllabus.

Lord *Kenyon.*

1092. You said that in some cases there was a want of compensation to the farmers on leaving their holdings. Do you ascribe this to the failure of the custom of the country?—The custom of the country does not go far enough, I think.

1093. You mentioned, I think, buildings, stock and sheds?—Yes, outbuildings, general improvements.

1094. You think that should be attached to the custom of the country?—I think so. I think the tenant should be compensated for them.

1095. You agree with the custom of the country otherwise?—Yes.

1096. Supposing you were an incoming tenant, would you care to buy the goodwill?—I should agree to be compelled; I think it is fair on both sides.

Sir *John Llewelyn.*

1097. You did not pay for the goodwill on going in; I should like to know exactly what you mean by goodwill. If you compensate and pay for all permanent improvements that you do, what further goodwill is there in the matter? Supposing you have been in a very short time?—But the custom does not go far enough to pay for general improvements.

1098. Again, would that satisfy you?—Yes, I think it would.

1099. I think the reason why goodwill has not been taken to is because of the hardship to incoming tenants? The incoming tenant it is desirable should be called upon to pay as little as possible?—I think it is much harder on the outgoing tenant to leave his buildings behind him, and his improvements.

1100. I agree. But that, you say, ought to be safe guarded under the system and under the Agricultural Holdings Acts; is that so?—Yes.

1101. And if so, would you be then satisfied as to the question of goodwill?—Yes.

Mr. *Brynmor Jones.*

1102. Have you considered this, that according to the practical working of this custom, the out-

Mr. *Brynmor Jones*—continued.

going tenant has the security of the landlord and the security of the incoming tenant for the payment of any compensation due to him? Under the system of goodwill which you suggest, where would the liability of the landlord come in?—The tenant is protected now with his custom. If an incoming tenant refuses to pay he can refer to the Court.

1103. Strictly technically the custom is between the outgoing tenant and the landlord; only in practice, where there is another tenant ready and willing to come in, inasmuch as the incoming tenant would have to pay the landlord what the landlord has to pay the outgoing tenant, the two meet together at once and appoint valuers themselves; that is how it practically works?—Yes.

1104. If you were to substitute for that a system of goodwill unless the landlord is giving notice to quit to the particular man, the outgoing tenant has only the person to whom he sells his tenant right or goodwill to look to for the purchase money?—Yes, quite so.

1105. Does, that not strike you as a disadvantage?—Well, there may be a disadvantage, certainly.

Lord *Kenyon.*

If the landlord took the farm into his own hands he would get nothing.

Mr. *Seebohm.*

There is one point with reference to goodwill, and as we are upon that, we might as well clear it up. It seems to me that goodwill, in the sense that we do not want it, is the premium which the hunger for land raises as between one person and another taking a farm. If you are going out of a farm, and you have two persons bidding for the farm; if you once establish the right to goodwill you impose upon the incoming tenant a premium which is not represented by any real foundation in the estate, but it is simply the result of land hunger, and the competition between the two parties.

Sir *John Llewelyn.*

1106. It would be against the interests of all parties, and once started I do not see it would be ever stopped. Once admit it, and you pay for it in going in; it would be yours to sell, then, undoubtedly. It seems to me that if that system was once started, you could not ever stop it again, good or bad. You did not pay for it when you went in to your farm, therefore it is not yours to sell on going out?—You mean the improvements. It would be an encouragement to good farmers.

1107. You think neither the custom nor the Agricultural Holdings Act go far enough in compensation?—That is all.

1108 If they went further you would be satisfied?—Yes.

Lord *Kenyon.*

1109. Are rabbits, hares, or other game preserved by the landowners in your district?—They are, far too generally, I may say.

1110. Have you any trouble with rabbits?—Yes, great trouble.

1111. You cannot keep them down yourself?—No, we find it impossible for one man to keep them down.

1112. Have you too many hares?—No, very few hares.

1113. You are not like another witness. You do not wish there should be more rabbits. I would not wish to have one on the farm.

1114. Do tenants generally avail themselves of the provisions of the Ground Game Act?—In some cases they do, but often not.

1115. They would rather make private arrangements with their landlord?—No, they dare not in some cases.

1116. Is there much damage done by the game to the crops and pasture of tenant farmers?—Yes, great damage.

1117. Are they compensated?—No, I do not know of any case of compensation.

1118. Have you any special instances?—Yes, I may say we suffer ourselves a good deal from game, and we are not compensated for it.

1119. Have you ever asked for compensation?—No, I do not know that we have. We have complained of it and asked for the game.

1120. But never asked for compensation?—Never asked for compensation.

1121. You cannot expect compensation if you do not ask for it?—It would be the same thing if we did.

1122. How is the damage assessed?—We have to grin and bear it.

1123. Are you tenants expected to beat the covers?—No, I think not.

1124. How does the game preserving otherwise affect cultivation?—Well, it is most injurious to cultivation, I believe.

1125. Do you think it strains the relations between landlord and tenant?—Yes, I do, in many cases.

1126. You do not believe it brings the landlord about the farm?—No, I do not think it does. In our case the landlord is not a sporting man.

1127. And yet he preserves a lot of game?—I may say the game is let. That is what we complain mostly about. If the landlords are sporting men themselves every tenant in the Vale of Glamorganshire would be glad to see the landlord over his farm, but we complain of the game being let to strangers, who come over the farm and tear the fences down, and we get no compensation.

1128. I do not see why you do not get compensation from the sporting tenants, it is not from the risk of offending your landlord?—That is the case.

1129. You do not like to offend your landlord by asking for compensation from the sporting tenant?—Well, I have asked for the game. If the landlord would give us the game we would

Lord *Kenyon*—continued.

be most pleased to sell it to the gentlemen who now rent it off him.

1130. Of course your landlord gets a certain amount of sporting rent. You ask him to give up that sporting rent to you?—That is between himself and the gentlemen he lets it to.

1131. You ask him to give that up to you?—Quite so.

1132. How does the game affect the labourers? Do they get any advantage?—It has a demoralising effect, I think.

1133. You mean it makes them poachers?—Yes, in some cases it does; the temptation is rather strong for them.

1134. And the public generally?—Well, it fills the game shops at the expense of the farmers—I mean by poachers, and keepers and that, who sell the game off unawares to their employers.

1135. Can you mention any instances?—Yes, I believe I can.

1136. Do you happen to know what proportion the offences against the game laws bear to the proportion against the property of persons?—No, I do not know that.

1137. Is the law of trespass in other respects satisfactory in your opinion?—That I know nothing of.

1138. There are no Crown lands and commons in your district?—No.

Chairman.

1139. There is a question handed up by Mr. Vincent. Is the farm occupied by you

Chairman—continued.

one belonging to Mr. John Nicholl?—It is belonging to Mr. Iltyd Nicholl—the Ham.

1140. Another question handed up is, are not the rabbits which are complained of settled in cliffs over the sea, from which it is impossible to get them out?—Well it is impossible to get them out—to clear them out by ferreting—but I believe if the tenant had the right to put three or four, or as many as he liked to kill the rabbits, then we could manage to keep them under very easily by shooting them.

1141. Have you no power to do that?—I believe that the Hares and Rabbits Bill gives the power to one man.

1142. And that is not sufficient?—No; and that man has to have written permission by the tenant.

Lord *Kenyon.*

1143. Or yourself?—Yes.

Mr. *Richard Jones.*

1144. What are the causes of the present depression?—I could not say. It is a very broad question—bad prices for agricultural produce.

1145. What is the reason of bad prices?—That is because of foreign competition.

1146. Anything else? Do the seasons enter into the question?—The high price of labour and bad seasons.

1147. Have you any suggestion to make as a remedy?—Reduction of rent, I think, is the principal thing we shall have to look to. I cannot see any other.

The witness withdrew.

Chairman.

I should like to say that the Commissioners notice that there have been no representatives of the labourers of the district called. We shall be at Pontypridd to-morrow, and we shall be very glad if any arrangement could be made to have the labouring classes represented, and we shall be very glad to hear what they have to say. We notice that we have had some capital evidence given to-day by the tenant farmers, but we should like very much that the labouring class should be represented in some sort of way before us.

Mr. *Edward John:* I am afraid that those who speak to the labour question find it impossible to come to Pontypridd to-morrow. There are two other men here who could speak to it.

Chairman.

Who are they?

Mr. *Edward John:* They are both farmers, Mr. Iltid Williams, Castleton, and Mr. Walter Savours, Roose.

Chairman.

It would be desirable to know a little about it, and we should like to have some representative called before us.

Mr. *Edward John:* I shall be at Pontypridd myself to-morrow, and being an old farm labourer, I should be happy to give you as much evidence as I possibly could on the subject.

Chairman.

Could not the other gentlemen accompany you?

Mr. *Iltid Williams* (Castleton): I think the other matter has been thrashed out, and I do not see that there is much to add to what has been said.

Chairman.

We wish evidence about the farm labourers.

Mr. *Iltid Williams:* Of course we farm ourselves, and we could only answer the same as any other farmers.

Mr. DANIEL JENKINS called and examined.

Chairman.

1148. Are you a tenant farmer?—I am.

See 5817.

1149. Will you tell us where you reside?—At Ruthin near St. Mary Hill.

1150. You wish to speak on the subject of commons?—I live on a common called the Ruthin Common.

1151. Whose property is it?—Lord Bute is the lord of the manor.

1152. Is that the common on which the squatters' cottages were?—There are some squatters' cottages.

1153. Can you tell us anything about them?—Yes; 18 years ago there was an old ruin there, what they call the old turf house, and they allowed a workman to build a cottage in one of the ruins. He asked the consent of the lord of the manor to build the cottage, and he gave consent, and he had to pay a rent of half-a-crown for the cottage, thinking he was thoroughly safe of the cottage. In about 12 or 13 years after he had built that cottage it was advertised for sale here, with several other little plots.

1154. Was it sold?—Several pieces—I have three pieces on the farm myself—adjoining my farm a garden and a piece of enclosure and two pig-cots which my poor father had taken. He paid for those; and those were advertised, but unfortunately for them they had enclosed the cottage in those pieces which belonged to my farm, and I made that objection, and it was not sold that day. In reference to this cottage the parties went up to the agent, Mr. Corbett, and he said he would consider the matter afterwards, and it came before the leet court at Llanharran, and the leet court said it was very hard for them to sell that cottage after the work and labour in building it, and they granted that they should keep it in the life of the man and wife—that is David David and his wife. I do not know what will become of the property afterwards; it will very likely be sold again. This lord of the manor has no right whatever to do that, and so it has been proved. He has no right whatever to give consent to building, because since that it has opened the eyes of the parishioners very much. Another cottager came before the leet court and wanted to enclose a piece of land for his convenience. The steward of the manor gave him permission on paying a shilling a year. One of the landlords said, "If you do enclose it I will take it down," and the steward asked, "For what reason?" and he said, "For the reason that it comes into "possession in 12 years," and that was adopted and not built. To express my opinion, I think it would be a great advantage for the public at large if those commons were enclosed, they would help in taxation, and could be made much more of.

Chairman—continued.

Sir *John Llewelyn.*

1155. Is this the common above Pencoed?—Yes, this side of Pencoed. It is Ruthin Common which could 80 per cent. of it be put into cultivation.

Mr. *Grove.*

1156. When that cottage was put up for sale it was withdrawn because they included some little bit of land belonging to your farm?—Yes, in my part.

1157. You objected to that?—Yes.

1158. And that stopped the sale?—Yes, on that spot.

1159. Were any squatters' cottages sold at that same sale?—Yes, in different places two or three were sold at Aberthin. I think they sold up to 300 that day of squatters' cottages similarly situated to those of mine.

Mr. *Brynmor Jones.*

1160. May I ask what court leet you are referring to of this manor of Ruthin?—Manor of Ruthin at Llanharran.

1161. Where is the court leet held?—High Corner House, Llanharran, once a year.

1162. Is Mr. Corbett the steward?—Mr. Corbett is the steward.

1163. Do any of the labourers at Ruthin graze upon this common?—Yes, they have been grazing, but they find it of very little value unless they have a little land with it.

Adjourned.

SECOND DAY.

The Town Hall, Pontypridd, Glamorganshire, Wednesday, 24th May 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. THOMAS EVANS called and examined.

Chairman.

4811–75, 3328–3363.

1164. Are you a tenant farmer of Penhefyd, St. Fagans?—Yes.

1165. Who is your landlord?—Lord Windsor.

1166. How large is your holding?—133 acres.

1167. What agreement have you; a lease or yearly tenancy?—A verbal agreement at present.

1168. You are a yearly tenant?—A yearly tenant.

1169. Can you give us any details of your tenancy?—I have my statement in writing here, and, if I should be allowed, I will read it.

1170. Yes, do so.—I have no written agreement with the landlord; but a verbal agreement (between Mr. R. Forrest, Lord Windsor's agent, and myself) was entered into in 1887; prior to my becoming a tenant on the Windsor estate. That agreement has been shamefully violated by Lord Windsor, to my detriment and injury. Inasmuch as the circumstances of my present tenancy are, perhaps, unusual, I ask permission to briefly relate them to the Commission.

1171. If you please.—My father, Thomas Evans, entered into possession of the glebe farm, called "Tynewydd," in February 1844, as a tenant of the Rector of St. Fagans, at a yearly rent of 97*l.*, free of all tithe and land tax. He continued in the tenancy on the same terms, down to February 1880, when the glebe farm was transferred to me, and I entered into possession of Tynewydd. My first agreement with the rector, the Rev. W. David, made in 1880, was as follows:—In consideration of my erecting certain buildings, outhouses, &c. on the farm, which I did at a cost of about 300*l.*, I was to hold the farm at a rental of 90*l.* per year, for the first 10 years, free of tithe and land tax. This arrangement lasted seven years. In 1886, the rector, with the assent of the Lord Bishop and the patron of the living, granted me a lease for 20 years, dating from January 1st, 1887, at a yearly rent of 120*l.*, free of tithe and land tax. But, by a verbal arrangement between us, the rector allowed me a rebate of 10*l.* a year, thus reducing my net rent to 110*l.* During the first year of the lease, Mr. R. Forrest, on behalf of Lord Windsor, pressed upon me, with many inducements, proposals for an exchange of land, by which a portion of the glebe farm I held would be included in the park adjoining the castle, Lord Windsor's residence. Eventually, in September 1887, it was verbally agreed between us, that about 30 acres of my holding should be so included; and a line of demarcation was made, with pencil, on an Ordnance map, in Mr. Forrest's office, defining the land to be annexed. It was further agreed, that I was to surrender my lease to Lord Windsor; and that in return, I was to occupy "Penhefyd" Farm as a tenant for life, retaining also the residue of the glebe farm, at a rent at the rate of 1*l.* per acre for plough land and 35*s.* per acre for grass land, that being about the rate I paid the rector, the glebe being all grass land. Further, I was to be repaid the 300*l.* I had spent on "Tynewydd" buildings; and certain water ponds were to be constructed on my holding, to compensate for the loss of water resources on the land to be taken into the park, to wit, a running stream and "Pwll Arthur," a pond thus named on the

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Chairman—continued.

Ordnance map. Accordingly, I surrendered my lease and was paid the 300*l.*; but, in other respects, the verbal agreement has been seriously departed from, on Lord Windsor's part, much to my loss. As evidence of this I submit: (1) That despite my protests, eight acres of the best pasture land, in excess of what was agreed upon in September, were, in the following February, taken from the glebe holding, and enclosed within the park boundaries, as will be seen from the special survey I hand in—(*The witness handed a document in.*)

1172. Is there any wall that goes round the park?—Iron railings.

1173. And your railing was about how much?—An inch iron tube with iron posts also.

1174. When were they put up?—They were put up between the park and my farm, somewhere about the month of February 1888.

1175. Could you explain to the Commissioners on the map exactly where your land is, and how it lies?—Yes. (*The witness explained the position on the map.*)

1176. We are much obliged to you, and we quite understand the position of the land now. Will you go on with your statement?—As will be seen from the special survey I hand in, and by reference to the Ordnance map, this encroachment deprived me of a valuable supply of water from a reen and of the overflow from "Pwll Arthur." No farmer in his right senses would voluntarily have consented to the line of demarcation arbitrarily insisted on by Mr. Forrest, when erecting the new fencings in February 1888. The special survey handed in accurately defines the extent to which the present boundary deviates from the one I agreed to in September 1887. (2.) That the promised ponds have never been constructed, and the want of a convenient supply of water has put me to much expense in driving cattle. Even access to a supply of water near to, was denied me. (3.) That land tax has been exacted for the entire holding, even for that portion comprised in the glebe farm, whereon I was specially exempted by my lease, and for which neither my father nor I ever paid the tax; the rent paid the rector, covering the land tax and tithe charges. In this way my rent has been increased beyond the sum verbally agreed upon, and beyond what was customary. (4.) That about 18 months since, Mr. Forrest notified me that my rent would be raised from 180*l.* to 200*l.* per year, that is from 27*s.* per acre, through and through, to 30*s.* per acre, whereas, tenants of farms on the Windsor estate, adjoining my own, are only rented at the rate of 1*l.* per acre. The threatened increase was, I now believe, a device to make me give up the tenancy. (5.) That notwithstanding the pledge given me that my tenancy was to be for life, I was, on February 1st last, served with a year's notice to quit, and to deliver up possession of both farms. This is the outcome of placing my tenure under the will of Lord Windsor, and of trusting to Mr. Forrest's word. In July of last year I submitted to Mr. Forrest, and subsequently to Lord Windsor, a statement of the grievances I enumerated, a copy of which I hand in. (*The witness handed in a statement.*)

Chairman—continued.

1177. This is a copy of a statement made to Mr. Forrest and Lord Windsor in July last?—Yes.

1178. Practically enumerating the points which you have made?—Yes. I therein appealed for relief; I offered to submit my claims to arbitration, or, failing other concession, I asked to have my lease, and original holding restored to me, and I undertook to refund the 300*l.* and give up possession of "Penhefyd." But no redress, nor arbitration, nor the cancelling of the verbal agreement and the going back to our independent positions, has Lord Windsor assented to. Since my appeal, the notice to quit has come to hand.

1179. Will you hand in the notice to quit?—Here it is. (*Notice to quit signed "R. Forrest," and dated 1st of February 1893, handed in.*)

1180. Will you kindly explain to us one thing. You are now a tenant of Lord Windsor?—Yes.

1181. You originally started by being a tenant of the glebe farm of the rector?—Yes, and my father before me.

1182. How was it that you ceased to be a tenant of the rector and became a tenant of Lord Windsor, so that he could give you notice to leave the portion of the glebe that you still occupy?—Inasmuch as they wanted a portion of the glebe farm to be added to their park.

1183. I understand you were originally the tenant of the rector?—Yes and a lessee of the rector.

1184. Then you became a tenant of Lord Windsor as well?—Yes.

1185. And according to a verbal agreement you gave up a portion of your holding to Lord Windsor?—I gave over the lease altogether.

1186. You surrendered the lease?—I surrendered the lease on the understanding that they paid me the 300*l.* that I had paid on the buildings on the glebe farms.

1187. And your lease, if I am right, began in 1887?—Yes.

1188. You gave up this land in 1888?—Before the end of 1887; before the first year ended we had come to an agreement.

1189. Then you became entirely a tenant of Lord Windsor by the arrangement between Lord Windsor and yourself?—An arrangement between Mr. Forrest and myself; of course it is all the same.

1190. Therefore, having surrendered your lease to Lord Windsor he paid you 300*l.* for money expended on the glebe farm, and you practically became tenant-at-will under Lord Windsor?—Yes.

1191. That is right?—Yes, that is quite right.

1192. Then, in 1893, that is six years afterwards, you received notice to quit at the end of the current year in which your tenancy expired?—Yes.

Lord *Kenyon.*

1193. Did Lord Windsor buy the glebe farm from the rector?—No.

1194. I do not quite understand what the rector had to do with it. How did the land become Lord Windsor's?—With the sanction of the Bishop and the patron (Lord Windsor being the patron); by the old ecclesiastical law they have a right to give a 20 years' lease.

1195. To Lord Windsor?—No, to myself, and I merely surrendered this lease to Lord Windsor. That is the way in which he became a tenant of it.

1196. He is a tenant under the rector?—Yes, he is a tenant under the rector, and he pays his rent to the rector. He is not the owner of the glebe to-day.

Chairman.

1197. I think all the Commissioners understand perfectly the position of affairs. That finishes your statement?—Oh, no; I have a lot more to say if I may be allowed to.

1198. Now, you want to speak about improvements, and the circumstances connected with them?—With respect to improvements by landlord and tenant respectively: (*a.*) The "Penhefyd" Farm (of itself) comprises 73 acres of arable and only some 30 acres of grass land. These proportions are detrimental to good farming, which requires exactly the reverse proportions, that is, two-thirds of grass land to one-third plough land. (*b.*) Prior to my tenancy two farmers failed to make "Penhefyd" pay, and were sold up, although they were rented at only 1*l.* per acre. Naturally the land was left in an impoverished condition; it had been starved, and had practically gone out of cultivation. When I entered upon it, it was a wilderness. (*c.*) Lord Windsor did absolutely nothing to improve or restore the land. Manuring, fencing, or hedging, &c. have been done by myself. Altogether I have laid out in the six years fully 1,000*l.*

1199. That is since 1887?—Yes, in improving the land, in putting the farm in order, and in attaining the high state of cultivation to which I have brought it. No penny piece has been allowed me in compensation, and the notice to quit must deprive me of much of the reward due to my industry and outlay. (*d.*) Further, Lord Windsor has been indifferent as to the condition and sufficiency of buildings on the farms. My applications to the estate office have been met by fair promises but no performances. By way of illustration: (*a.*) The w.c. at Tynewydd fell in over a year ago, but neither my complaints, nor the claims of decency or of sanitation, have been successful in moving Mr. Forrest to fulfil a very obvious duty. In any urban district, the sanitary authority would assuredly prosecute the owner of property so neglected. (*b.*) The two labourers' cottages on Penhefyd, are also allowed to continue in a dilapidated and unsanitary state. (*c.*) Outhouses for cattle are insufficient in extent and those that exist need much repair. I think it right say, that my treatment by the estate is, in these matters, exceptional, and arises from the animus of the agent. Other tenants—especially those of them who have relations with the estate office—get attention paid to their requirements.

Chairman—continued.

1200. I believe you would like to say something about game?—Yes.

Mr. *Brynmor Jones.*

1201. Have you the lease which you have been referring to here?—No.

1202. Have you a copy of it?—I have a copy of it here.

1203. Will you let me look at it?—Yes (*handing it in*).

1204. I see here that you were saying that the lease dated 5th January 1887, was from the rector and the Right Rev. the Bishop and from Lord Windsor?—Yes.

1205. And that they acted in pursuance of an Act of Parliament giving those persons—the rector, with the consent of the patron and the bishop—the power to lease for a certain number of years?—Yes.

Chairman.

1206. There are three questions handed in by Mr. Vincent, which, according to our custom, we think it right to put to you. Do you mean that Lord Windsor's agent was guilty of breaches of the verbal agreement, being one subject to the custom of the country, for which you had no legal remedy? Do you understand that question?—I think I have a legal remedy.

1207. There is a second question: Have you ever tried to obtain a legal remedy?—No, I have not.

1208. A third question that is put in, is: Are you aware that whereas the rents of some farms on Lord Windsor's estate near Cardiff have been raised, others have been reduced?—I never knew a case of reduction, but I know plenty of farms which have rose, and rose to 100*l.* per cent., some of them the last year. I do not know of one case of reduction which I can call to mind, but I can mention many where they have been rose in my neighbourhood on Lord Windsor's estate.

1209. There is another question handed in from the same source: Will not your claim for compensation mature when you go out of your holding? Will you not have your claim for compensation, according to the Glamorganshire custom, when you go out of the holding?—Yes.

1210. I understand you claim to be tenant for life?—Yes, I claim to be tenant for life by the verbal agreement, otherwise I should never have surrendered my lease. That was the promise made to me.

1211. Was there a deed of surrender drawn up?—No; merely a clerk wrote on the back of it. "In consideration of receiving 300*l.* you will surrender all claim"—or something to that effect. I do not remember what.

1212. In consideration of your receiving 300*l.* and a lease for life?—No, I think not.

Chairman—continued.

1213. Why did you not look after that?—Anyhow, I put a penny stamp on and wrote my name on it.

Lord *Kenyon.*

1214. You went away with the impression that you were a tenant for life?—Of course I did.

Chairman.

1215. Can you give the Commissioners any information about game preserving in your district?—Yes, I can.

Sir *John Llewelyn.*

1216. You assert you have a legal claim, and you mean to take steps to insist upon it?—Providing that Lord Windsor will be agreeable that it should begin and finish in one court, I do.

Mr. *Grove.*

1217. How many years of the lease were unexpired when you surrendered it?—I surrendered it the very first year; in September of the first year.

1218. There were 20 years unexpired?—Twenty years, comparatively speaking, unexpired. I surrendered it in September, whereas my lease was dated in January.

Professor *Rhŷs.*

1219. I am not sure that I understand your answer to Sir John Llewelyn about going to court?—I have not made up my mind as to going to court, but I think I have quite a case for court.

Mr. *Brynmor Jones.*

1220. You suggest, as I understand it, that although the agreement for tenancy for life was only verbal, yet there has been a part performance on your side; you have given up the lease and a portion of the land comprised in the lease?—Yes, that is quite right, but I can only come in under the Encroachment Act, inasmuch as I never had the land acquired for me according to his promise.

1221. You entered into possession at Tynewydd under the lease, as I understand it?—Yes.

1222. And you expended 300*l.* of the 400*l.* that you contracted to expend?—Yes, and spent that money on the first permanent lease.

1223. That is before the 5th January 1887?—According to this lease there is another 400*l.* to be expended at Tynewydd.

1224. I am only dealing with the document which you have been kind enough to hand in to us. Here there is a covenant on your part that you will at your expense during the term ——?—The 300*l.* was agreed upon in 1880, whereas this lease is only dated in 1887.

Mr. *Brynmor Jones*—continued.

1225. Then the 300*l.* that you had expended was the 300*l.* expended before 1887, and not under this lease at all. It was under a preceding arrangement?—Yes, in a preceding arrangement, not under this lease at all.

1226. After the 5th January, did you expend any of the 400*l.* that you were to expend under this lease?—Nothing at all. I had not completed the one year of my tenancy, because there was a talk of this exchange taking place soon after I received my lease.

1227. It was in September that the final arrangement was made?—Yes.

1228. You then gave up this lease of the 5th January 1887, and you were paid 300*l.*?—Yes.

1229. Under what agreement, or what clause in a lease or agreement, did you claim this 300*l.* expended in 1880?—Inasmuch as that I had expended the 300*l.* after 1880, and on the strength of that I took the other lease, thinking our landlord was rather delicate in health, and if anything should happen to him I should lose my claim altogether to the 300*l.* I had expended.

1230. It was the same farm?—It was the same farm, but then it would come to the next clergyman or to the next rector, and if anything had happened to Mr. David I should have been at the mercy of the next rector. I was not aware at the time that I could have got a permanent lease, but I found out through a friend of mine that I could have got a permanent lease under the old ecclesiastical law, and I went in for it at once, and Mr. David agreed that I should have it by all means.

1231. There is no evidence of this. This is a lease under the 5 & 6 Victoria, not what may be called commonly under the ecclesiastical law?—That is what the solicitor who took it out for me considered the term.

1232. This lease purports to be made under the statute law. What was the lease of 1880?—That was a lease for 10 years should he live.

1233. What you had got was really a kind of tenancy for the life of another man?—A kind of agreement between himself and me.

1234. Was it under seal?—Oh, yes, it was under seal.

1235. There was a formal document on parchment?—No, on paper.

1236. Was it under seal?—No, I do not think that it was. It was simply a memorandum signed by both of us.

1237. On the strength of the fact that you were to be in possession as long as the Reverend Mr. David should live, you expended 300*l.*?—Yes.

1238. As I understand later on, in the eighties, you discovered that it was possible for you, although there was a rector in possession and this was glebe land, to get a lease for a term of years?—Yes.

1239. And then this arrangement embodied in the document came about?—Yes.

1240. This provides that you were to expend 400*l.*?—Yes, that is 400*l.* under the present lease.

Mr. *Brynmor Jones*—continued.

1241. You have paid nothing at all of this 400*l.*?—No, nothing at all.

1242. And the 300*l.* you received was 300*l.* paid under the preceding agreement?—Under my preceding agreement for buildings I had already erected.

1243. In what way do you say that you were injured by the new arrangement. You seem to have agreed to it?—By an encroachment of eight acres of the best pasture land, and I have to pay the same rent now as if I held the land.

1244. Were these eight acres taken before or after the lease was given up?—After the lease was given up; after the money was paid to me. 150*l.* of the money was paid to me as a deposit on the 21st of September, and I think I have a memorandum here from the office showing that my arrangement was made the 21st of September, whereas the 150*l.* was not paid to me until February.

1245. I understand you had several conversations with Mr. Forrest?—Yes, before the lease was given up; but not many after.

1246. As a result of these conversations you gave up the lease?—Yes.

1247. Tell me what was the effect of the arrangement you came to with Mr. Forrest, because I am still in some doubt about it. What did he promise in return for this according to you?—He promised me all this acreage of land with Penhefyd and Tynewydd House. I said, "Well, "I have a 20 years' lease, and I think a lot of the "old place; I have been brought up here since I "was four years old, and I have been schooled "in the village, and I should like my children "to have the same education as I had myself." He said, "It is not a 20 years' lease on the "estate; you are a tenant for life now. It is "not a 20 years' lease; it is a tenancy for life." Thinking I was under a good nobleman, I thought it was so, but the moment the fencing was put up I found I was robbed of eight acres, and I objected and kicked up a noise about it, and the foreman went and told Mr. Forrest about it, and he said it would be made up, but it has not been made up to this day.

1248. Has there been an abatement?—No.

1249. The effect of it is what we should call a readjustment of the fields, the parcels, the portions of the demised premises?—Yes. I did not have the portion promised me within the eight acres, and I could bring witnesses to prove, if necessary, that the lines were shifted. I can bring six or seven witnesses to prove that the line was not where it should have been. There was only a line on the Ordnance map when I agreed with Mr. Forrest, but that was departed from, and the iron line was brought into my land 30 yards, and I was deprived of the water and also eight acres of the best pasture land.

1250. Where is that map which you drew the line upon?—It is in Lord Windsor's office to day.

1251. I daresay we can get that?—I am told that they have taken that line out, but I think it could be found out now, and the very clerk that put the line on my map off that map is alive and well to-day.

Mr. *Brynmor Jones*—continued.

1252. Are you now in possession of the farm?—Yes.

1253. When does the notice to quit expire?—It is supposed to expire by their notice next February.

1254. We cannot go into nice legal distinctions, of course, but it seems to me somewhat ambiguous, upon what you have said, as to what the legal effect of your arrangement with Mr. Forrest was, taking your version of it. We cannot advise you upon that. Is this farm of yours, and is Lord Windsor's estate, within the operation of the custom of Glamorgan?—Yes.

1255. Supposing a man takes a farm without any express arrangement, he is within the sphere within which this custom operates?—Yes, unless the Agricultural Holdings Act deprives him of the custom.

Mr. *Brynmor Jones.*

I think so far as this particular case goes, we have now the facts so far as this witness can tell us them.

Mr. *Seebohm.*

1256. You said that when you gave up the lease you did it on the distinct verbal understanding that you were practically to have a life interest in your next farm?—Yes, otherwise I should not have given it up.

1257. Is it a general fact that a tenant in this country would accept a mere verbal statement to give him a lease for life. Do you not mean when you say that, not a lease for life, but that the landlord was not in the habit of turning out his tenants, and therefore, under ordinary circumstances, you had as good a tenancy as a tenancy for life?—That is just what I mean.

1258. You do not mean to say a verbal lease for life?—A verbal promise for life.

1259. Was it a promise that you should remain in that farm for life, or was it simply a statement on behalf of the agent to this effect:—"You know perfectly well, on coming into Lord "Windsor's estate, that he never turns out his "tenants, and therefore you have a better thing "than a lease"?—Of course it was a promise made on behalf of Lord Windsor by the agent.

1260. Was it a promise by the agent?—It was a promise.

1261. Or was it a statement that looking at the general run of things on the estate you were practically there for your life?—Yes, of course it was a promise on the part of the agent.

1262. You must see that there is a clear distinction between the two things. I may make a promise that the tenant shall remain for his life in the farm. That is one thing. On the other hand, I may say that the custom of this estate is that the tenants are not turned out. You may look at it in that way, and see that if you come on Lord Windsor's estate without a lease at all it is just as good as a tenancy for life. Which was it?—There was a direct promise. That was one of the inducements why

Mr. *Seebohm*—continued.

I gave up my lease. He said, "It is not a lease "for 20 years, remember, you have now a lease "for life; we never turn a tenant out with a "notice."

1263. Then you distinctly say you had a verbal promise for what was practically a lease for life?—Yes.

1264. Do you think it is reasonable for a man who understands business to trust to a mere verbal promise of that kind, when by the Statute law of England it requires something in writing to make an agreement binding which goes beyond three years. To give a lease for life it must be in writing under the law of England, or, as a rule, it cannot be enforced?—I do not say I can enforce it; I do not mean to say that.

1265. Then apart from the question of right or wrong in this particular instance, you would admit that a tenant farmer was not wise in trusting to a mere verbal promise?—No, indeed I should not. I have found it out when it is too late.

Mr. *Grove.*

1266. Was there any promise of a written agreement made to you. Did you say to Mr. Forrest, "Well, I shall be glad to have a letter from you to confirm this"?—No, I do not know that I did. I had that confidence in him and his lordship that they would not do anything that was dirty.

1267. Then was there any one present when this conversation took place?—Not with the exception of one or two of his clerks, and they would not dare to second me. It would not be worth their places.

Mr. *Griffiths.*

1268. To enable us to understand this matter, kindly tell us what are the reasons given that you should have had this notice to quit?—I shall be able to explain that presently, in the matter of the game preserving and trespass.

Chairman.

1269. There is another question handed in by Mr. Vincent: What did the agent say in relation to this alleged tenancy for life. Can you remember the words which he used about it?—Well, what he said is what I said before.

1270. This question had better be withdrawn, I think. Now we will go on to the game question. I think you have something to tell us about the preservation of game in your district?—In the matter of the game preserving and trespass. Rabbits and game are strictly preserved on the Windsor estate; and tenants are not allowed to shoot, trap, or destroy any whatsoever; whilst to prefer claims for losses sustained by the depredations of rabbits and game, or even to protest against the latter, gives offence to the agents, and jeopardises

Chairman—continued.

one's tenure. The rabbit-breeding warren and the pheasant-breeding preserves, immediately adjoin portions of my holding; and the rabbits literally swarm over my land there. They, and the pheasants, have occasioned me the loss of hundreds of pounds. In 1889, I ventured to claim compensation for the current loss, when the agent allowed me 7*l.* for damage amounting to 50*l.* On one occasion I was obliged to pay a sum of 26*l.* to a purchaser of standing crops for depredations of game and rabbits, done subsequently to the date of purchase and prior to the removal of the crops. A claim preferred early this year for damages by rabbits to a field of swedes, measuring 8a. 3r. 23p., doubtless influenced the agent in giving me notice to quit.

1271. You have given your evidence very fairly and straightforwardly, and perhaps it might be better not to give any opinion of your own which you cannot absolutely prove. Do you particularly wish that to go in with your evidence?—I think I should prefer it. If it will not hurt the Commission I should prefer it. I wish the public to know generally how I am dealt with.

1272. You say "doubtless influenced." That is a matter of opinion, and everything has been so straightforward and practical so far, that it is for you to choose whether that should be put in or not?—You can please yourself, my Lord.

1273. It is for you entirely yourself to say whether you wish that to go in, or would you like wholly to confine yourself to statements of fact?—Well, it is so.

1274. Then you expressly wish that to go in?—Yes, if you please.

1275. Could you point out the field measuring 8a. 3r. 23p. in this map in which the damage was done, and will you tell us what your claim for that was?—It is here. (*The witness pointed the place out on the map.*)

Lord *Kenyon.*

1276. Is that the rabbit warren at the back?—It is all wood, and that is a preserve.

Mr. *Richard Jones.*

1277. Is this warren enclosed by wire?—No, it is not. Sometimes they put a little wire between us and the preserves.

1278. But in your case there was none?—They were put too late; the damage was done practically before. A part was put up, but they wired a part of the field, whereas the rabbits could come round it and over it. When rabbits are used to wire netting, it is proved that they will creep over it unless the wire is very high.

Chairman.

1279. Can you tell us what the extent of the damage done was?—Yes, in this case I had the damage done, valued by Mr. John Lewis, a licensed valuer, of Brigam Farm, Cowbridge,

Chairman—continued.

and Mr. E. D. Lewis, of St. Mary Hill Court, both farmers of high repute. I beg to hand in their award. It is based upon a maximum value of 10*l.* to the acre, and gives my loss at 39*l.* 18*s.* But inasmuch as another field (of similar soil and seed), unmolested by the rabbits, produced a yield of swedes of 26 tons 8 cwt. to the acre, and realised for me 20*l.* to the acre, my actual loss was double the amount given in the valuer's award. This paper is a valuation of a part of a field of swedes which was unmolested.

1280. That was 85*l.* odd ?—Yes.

Mr. *Richard Jones.*

1281. The question arises to what extent did the rabbits consume that field of swedes. Did they completely destroy the crop ?—I think you will find the award here, which will explain for itself.

The Secretary read the award as follows:—

	£	*s.*	*d.*
"8a. 3r. 23p.—Valuation of damages done by rabbits on Garn field, 8a. 3r. 23p. of swedes, on Penhefyd Farm, in the parish of St. Fagan's, the property of Mr. Thomas Evans, tenant to Lord Windsor and landlord of the said farm.			
1a. 3r. 23p. of the above field is nearly or completely ruined, and estimated at a loss of 10*l.* per acre - -	18	18	0
7a. 0r. 0p.—It is evident, by portions of this field that is not damaged by rabbits, that the above is a low estimate, seeing it is an excellent crop of swedes and the land in first class condition.			
7a. 0r. 0p.—The larger portion of this field having all been damaged, but not to the same extent as the nearest part to the plantation, estimated at 3*l.* per acre - -	21	0	0
Total - -	39	18	0

January 18th, 1893.
Valued by—John Lewis, Brigam Farm, near Cowbridge, Licensed Valuer.
E. D. Lewis,
St. Mary Hill Court, Farmer."

1282. Now, please continue your evidence ?—Although three and a half months have elapsed since Lord Windsor was furnished with particulars, not one penny of compensation has been paid to me. Since my demand was first put in the number of rabbits has been decreased; but that is a mere temporary relief. The preserves, being so close to my land, caused frequent trespasses by the keepers, partly to engage in vain attempts to "wire up" the hundreds of rabbit burrows opened up into my land; and, partly, to watch, and drive in, the

Mr. *R. Jones*—continued.

young pheasants which trespassed to feed off the young shoots of clover, sainfoin, and other tender crops. Again, hunting and shooting parties are given permission to trespass on the farms by the agent, who does not think the tenant has any right to be consulted. The privilege of permission is exercised exclusively by the landlord, and the tenant is expected to silently submit to his fences being broken, and his crops being trampled in, without any remedy. That is all I wish to say about game.

Chairman.

I might ask, is Lord Windsor's agent in the room ?

Mr. *Vincent*: No, he is not.

Chairman.

He is not in the town ?

Mr. *Vincent*: No.

Chairman.

This evidence has been very clearly put before the Commission, and we direct the Secretary to send notice at once to Lord Windsor's agent to give him an opportunity of explanation, and of rebutting the charge, either personally or by letter.

(*To the witness.*) Your statement has been very fairly put before us, and as Lord Windsor's agent is not here in the room to give us his version of the affair, we instruct the Secretary to have your evidence copied out, and any more evidence that you may have to give us, so as to give Lord Windsor and his agent full knowledge of your evidence that they may have the opportunity of reading it over and giving their side of the question.

Mr. *Griffiths.*

1283. Will you kindly explain this; I do not quite understand it; it is with regard to 26*l.* which you were to pay. What was that for ?—I sold three fields of clover, two of the fields being adjoining the oats (that is five out of my seven fields of ploughed land adjoining where the game and rabbits are preserved), and the damage was so great that they got a valuer from Cardiff to value the damage, and I was obliged to allow 26*l.* for the damage done to the clover.

1284. This is the field which was not damaged so much. How do you make out that that realised about 20*l.* per acre ?—I sold the swedes. I sold four acres. That is got out by one of the estate clerks, and by one of his head foremen. I sold it at the rate of 15*s.* per ton.

Mr. *Griffiths*—continued.

The Secretary read the document as follows:—

"St. Fagans,
January 25th, 1893.

Mr. Evan Thomas,
Dr. to Thomas Evans (Penhefyd).
(Swedes)

To 4a. 1r. 20p. at 15*s.* per ton = 113¾ tons = 85*l.* 6*s.* 3*d.*

John Robertson."

Robertson is the head foreman labourer on the estate, and he usually measures for the whole parish and also for Lord Windsor.

Professor *Rhŷs.*

1285. Have you got that award of 26*l.* which you had to pay?—I had to allow that.

1286. Have you got a receipt for it?—I have not it with me. I can get it. Of course that was allowing it to them out of their bill.

1287. You have a paper on which that is stated?—I can get a voucher from them to show the allowance, but I have not it here, inasmuch as it was allowed out of their purchase money to me.

Mr. *Brynmor Jones.*

1288. Did you make your claim for compensation for the damage done by game in writing or verbally to Mr. Forrest?—In writing, in 1892.

1289. Did you get any answer from Mr. Forrest?—Not from Mr. Forrest.

1290. Any answer from any one connected with the estate?—From the estate solicitor.

1291. An answer in writing?—Yes.

1292. What was the answer?—I think the answer is here somewhere.

Professor *Rhŷs.*

1293. Who made that award of 26*l.* odd against you?—A surveyor from Cardiff. I do not know what the gentleman's name was.

1294. You were satisfied that the valuation was about correct?—Oh, yes, I was.

Lord *Kenyon.*

1295. Why do you call this a rabbit warren. It is not enclosed?—Yes, it is.

1296. Not with any fence to keep the rabbits in?—No.

1297. You did not avail yourself of the Ground Game Act?—No.

1298. Not at all?—I do not.

1299. Why not?—Well, we are not supposed to touch them

1300. Yet no compensation is given?—I have had compensation but once, and that was only 7*l.*, in 1889, I think.

Mr. *Brynmor Jones.*

1301. I did not gather the date of the damage that was done. Was it after the surrender of the lease of 1887 or before?—It was done last year—last year's crop. The lease was surrendered six years ago.

Mr. *Brynmor Jones.*

1302. They gave you a notice to quit on the basis of your being a tenant from year to year, according to the custom of Glamorganshire?—Yes.

1303. Is there any incident of the custom, do you suggest, which applies to game at all?—I do not know that there is.

1304. In the lease there was a clause specially reserving any right to the landlord to enter for the purpose of shooting?—Yes, for the purpose of shooting the birds.

1305. When the lease was surrendered, according to the intention of this notice to quit you became a tenant from year to year, subject to the custom?—Well, subject to custom of course.

1306. The usual terms, if you like it, in the district?—If I thought proper of making use of the Ground Game Act.

1307. Are you aware whether there is any incident concerning game, which is a usual term or a part of the custom?—I do not know many that have the right of killing.

1308. In the evidence we had at Cowbridge yesterday, according to the statements made in regard to the custom, nothing was said as to the rights of the landlord to enter to shoot?—I think we are subjected to the Ground Game Act in that case.

1309. I am dealing with the hares?—According to the Ground Game Act the landlord has a right to go on to the land to shoot the birds, and also the hares and rabbits.

1310. As I understand it, you are subject to the custom?—No, I do not think so. I do not think there is any custom belonging to it.

Mr. *Brynmor Jones.*

In the statement of the custom we have had no reference to game, so far.

Lord *Kenyon.*

1311. You have been a tenant for some years of this farm?—My father and myself have been tenants since 1844.

1312. Has the game given you trouble long, or only just recently?—Only since I have come into the Penhefyd Farm. My father and myself never had any ploughed land before to be troubled with game, neither was any game preserved at the time when I was a boy. It is only since the present agent has come into power that the game has been preserved on Lord Windsor's St. Fagans estate.

1313. Does the agent have the shooting of the game, or Lord Windsor?—Lord Windsor himself comes for a day or two.

1314. Has it increased of recent years?—There was none preserved there at all—neither game nor rabbits—before Mr. Forrest came as agent.

1315. Can you tell me at all what amount of rabbits are killed there?—Indeed it would be a job to tell you. It would be some thousands in the year, I should think.

1316. It would be a great number?—A very great number.

Mr. *R. Jones.*

1317. You say you do not like to avail yourself of the Ground Game Act. You are not supposed to do so?—No.

1318. Is that generally the case on Lord Windsor's estate, that when a tenant takes a farm he waives his advantages under the Ground Game Act?—I know one tenant farmer turned off the estate for carrying a gun to kill hares and rabbits, with a notice.

Chairman.

1319. Have you any objection to give the name of that tenant farmer?—Not the least.

1320. With the consent of the individual, would there be any objection?—Not at all, with his consent, but he is not here to-day.

1321. Will you see if you can get his consent?—By all means. I will get it for certain. He would be only too proud of it.

Mr. *Brynmor Jones.*

1322. Which section of the Act are you thinking of, Mr. Evans. I do not find anything except a saving clause of rights which already exist? I want to ascertain what is in your mind about this matter. By the Ground Game Act, 1880, every agreement, condition, or arrangement which purports to defeat or alienate the right of the occupier as declared by the Act is void?—Just so.

1323. Consequently, whether there is any incident with regard to the Ground Game Act or not, you would have a right?—It amounts to this, that if we interfere with them, then we get notice to quit very quickly, but there is no agreement to the effect that we are not to kill them. I know by the Ground Game Act we can kill them if we like to run the risk, but the risk is that we are thrown out of our holding on Lord Windsor's estate.

Mr. *Seebohm.*

1324. Apart from your getting into trouble on any point, is it or is it not the custom on the estate that families should go on holding the same holding from generation to generation?—There have been some going from generation to generation, unless they are sold up before by failures.

1325. So that as a general thing, except in such a case as yours——?—There used to be, but I do not think the feeling exists now as it used to do in former years—if I am allowed to go on, you will thoroughly know the reason. Until Mr. Forrest became the agent, I never knew a tenant leave the estate unless it was the father leaving for the son or for the daughter to take his place, but I have known very many to leave since Mr. Forrest came there, and very many sold up on the estate, and go away for miles.

1326. And yet you thought it wise to take that promise for life?—Yes.

Lord *Kenyon.*

1327. You were satisfied in your mind when you took that?—Yes, I was satisfied at that time that I was becoming the tenant of a nobleman, and that I needed no better security than a promise.

Chairman.

1328. Will you tell us anything more that you have to state. Have you anything to say about insecurity of tenure or anything of that sort?—Yes. As to insecurity of tenure and my relations (generally) with Lord Windsor and his agent. As already stated, having been promised a life tenancy, I am treated as a tenant at will, and ordered to quit both the farms, although 13½ years of the lease of the glebe farm, which I obtained at much cost, are still unexpired, and although my father and I occupied the said glebe for just on 50 years. I attribute this harsh, ungenerous treatment to the personal animosity of the agent, Mr. Forrest. He is a Scotchman, a stranger to the district, who has no sympathy with the Welsh tenantry around him, and had little knowledge of our customs or our methods of farming. I realise now that I have been outwitted, designedly outwitted, by this shrewd agent. Until September 1887 my tenancy was quite independent of the Windsor estate and its agent; and it was the one farm in the parish and district in that fortunate position. Until then, I was free to speak and act as I deemed right, unfettered by the fear of any consequences from the influence of Lord Windsor's agent. I freely exercised that independence. I quite see, by the light of after events, that this was unpalatable to Mr. Forrest, and that, in securing the possession of my lease, by means of promises scandalously dishonoured, his motives went beyond the trivial extension of the park, he designed to suppress my political and social independence; or failing that, to remove me out of the neighbourhood. Otherwise, my request to revert to former conditions would be acceded to. Had I known that the exchange of land, so plausibly and unctuously pressed upon me, would reduce my leasehold tenure to the security of one year's notice, I would never have parted with my lease and the independence of my position, nor placed my prospects in life at the mercy of a vindictive agent.

Professor *Rhŷs.*

1329. How long had Mr. Forrest been agent to Lord Windsor at the time when you accepted his verbal promise?—He had been agent some 10 or 12 years, I suppose, but I had nothing whatever to do with him.

1330. He was a comparative stranger to you?—Yes, I had had nothing whatever to do with him.

Chairman.

1331. I think, as Chairman, I ought to point out to you when "vindictive" is a very strong

Chairman—continued.

word. Would you like that word to remain in?—Yes, my Lord, I should. I attribute Mr. Forrest's animosity to my outspokenness, and my attitude on political, social, and agricultural affairs. I have not hesitated to oppose my views to those of Mr. Forrest, in matters pertaining to Welsh farming, and in parochial affairs. I openly opposed his candidature for the county council; I differed from his party views in the general election. I have resented the preservation of game and rabbits; I have appealed to Lord Windsor against Mr. Forrest's evasion of our agreement and for compensation for game trespass; and I have once threatened Mr. Forrest with personal chastisement for insulting my father's memory. These explain, with other matters mentioned, the cause of the ungenerous and dishonourable treatment to which I have been subjected. Lord Windsor has been made personally acquainted with my grievances at his agent's hands, and I have in vain appealed to him for redress. But I have come to the conclusion that his lordship does *not understand the affairs of his estate, that he will* not *venture upon the* exercise *of* his authority, save and except in the direction approved by the agent. *He is, in fact, the puppet of his own servant; a nonentity in the active management of his estate—the agent is the lord.**

1332. There were two questions handed in by Mr. Vincent. The Commissioners have no objection to these questions, if you could kindly answer them. Did the tenant who received notice to quit for carrying a gun receive that notice during Mr. Forrest's agency?—Yes, he did within the last half a dozen, well it might be half a dozen, years or so.

1333. The answer is he did?—Yes, Mr. Forrest was the means of giving him notice to quit.

1334. Another question handed in by Mr. Vincent is this. You spoke of tenants being sold up?—Yes, in many cases.

1335. Could you mention more than two in all during Mr. Forrest's agency?—I think I can mention more than six in South Wales—big tenants that have been holding, and their fathers before them. You cannot help being sold up when the agent takes up the stock.

Mr. *Brynmor Jones.*

1336. Mr. Vincent's question is about Lord Windsor's estate?—Yes, Lord Windsor's estate.

1337. During Mr. Forrest's agency?—Yes.

Chairman.

1338. You can mention more than six?—Yes, I believe I can on large farms.

1339. Would there be any objection to those names being handed in?—With the permission of the parties, by all means.

1340. Will you make a note of that, and send it to the Secretary?—Yes. Either sold out, or valued out, penniless pretty well, insolvent, it is all the same.

* The witness subsequently expressed a desire to withdraw the words italicised above, and forwarded to Lord Windsor an apology for having made use of them.—*Secretary.*

Lord *Kenyon.*

1341. Have you some statement with regard to labourers?—Yes.

1342. Will you give it to us?—Labourers, and their wages on my farms. During winter I employ six labourers, and about 12 in summer. I pay 15*s.* per week wages, with cottage and garden to some, and in summer time 18*s.* per week with part food and ale. Those who live in the house are paid 10*s.* or 12*s.* wages per week, and provided with board and lodging free. Extra summer hands are paid 1*l.* per week wages, with board and lodging free.

1343. Do you find there is any difficulty in getting labour?—Well, not so much in my district, by paying them very high wages.

1344. Has the rate of wages increased very much?—Very much indeed. I pay now at the rate of 26*l.*, when I can remember the best of men in the house, with board and lodging, at 13*l.*

1345. That has very nearly doubled itself?—Quite doubled, 100 per cent. rise in the farm servant. It is not quite so much in the farm labourer.

1346. To what do you attribute this increase of wages?—The collieries and works and everything, the development of the country has been so great.

1347. If you do not pay them higher wages they go off?—Yes, to the collieries, or some distant tin-plate works, or some place.

1348. Do you find that the labourers are as skilful as they were?—No, they are not. It is difficult to get a good farm labourer, and when we get hold of one we take care of him. One of the best farm labourers that I have, I pay 12*s.* a week in the winter. In the summer I must give him something else, or I shall lose him. That is 12*s.* a week, board and lodging.

1349. Do you do any dairying?—I sell milk.

1350. Has that a bad effect on the labourer?—I am a milk merchant, besides selling my own milk. Otherwise I should not be able to pay for my farm.

1351. Do you send your milk round. I send it into Cardiff. I have my own children who do it for me.

1352. I have heard it stated there was a difficulty in getting male labour, and it has a bad effect on them?—Yes; I have my own children to do it.

Mr. *Brynmor Jones.*

1353. You have been telling us the circumstances of your own case. Do you know many other tenant farmers in the neighbourhood. Do you know other tenants of Lord Windsor?—Yes.

1354. Looking at the matter broadly and dropping your own individual case, what complaint have you to make with regard to the ordinary relations of landlord and tenant?—Well, there is very little attention paid to the farm tenant. We are regardless of any respect whatever, on our estate. I do not think we are valued on the estate by the agent any more

Mr. *Brynmor Jones*—continued.

than a dog. If I could not value a labourer more than I am valued by the agent, I would not keep one.

1355. You say in your proof: "I venture to "observe that until tenant farmers are secured "in their holdings, they will not enjoy the social "and political freedom to which they are "entitled"?—They will not.

1356. What do you mean by "secured in their holdings" in that paragraph?—By having a fixture of tenure.

1357. Have you got a lease that secures you for 20 years?—Yes, that is the very reason why I took the lease before.

1358. Is there any difficulty in getting leases at your end of the county?—I do not know of any tenant farmer who has taken a lease on Lord Windsor's estate. If he did take it he would have to take upon himself the repairs, and I do not know but what there would be an additional rent on him.

1359. Do you suggest where the leases are given the conditions are such as to make a tenancy from year to year, notwithstanding its insecurity, preferable?—Yes, he has to pay for it.

1360. Apart from the question of leasing, what suggestion do you make for securing tenants in their holdings. Do you suggest legislation, for instance?—Yes, I do; and there will be never any good in this country until there is legislation in the matter.

1361. What kind of legislation?—To fix a term for the tenant, a fixture of tenure. I should say similar legislation as to Ireland; I would not object to that.

1362. Fixity of tenure according to our law is a matter of degree. A tenant from year to year can only be turned out on a notice to quit?—I think I am explaining further on, what a term would be.

1363. Will you explain to us what it is you desire?—I venture to observe that, until tenant farmers are secured in their holdings, they will not enjoy the social and political freedom to which they are entitled; nor will the utmost yield be obtained from the land: I strongly favour legislation—(1.) Providing fixity of tenure, with option to the tenant to purchase his holding, with the aid of State loans, repayments of which to be acknowledged by negotiable vouchers. (2.) Establishing land courts, with power to give fair rents, to arbitrate between landlord and tenant, to appraise improvements and determine the landlord's liability therefor; and to fix the purchase price, and ratify, and register the sales of holdings. (3.) Abolishing all game laws; and endowing tenants with the unrestricted right to kill all wild animals and wild birds found upon their holdings. (4.) I also favour the transfer from lord lieutenants to county councils of the privilege of nominating persons to the office of justice of the peace; and I would invest the county council with the absolute control of the county constabulary.

Mr. *Brynmor Jones*—continued.

1364. Why, in case you have fixity of tenure, and have the right to sell your holding, should there be any appraisement of improvements and determination of the landlord's liability by a court?—I do not quite understand you.

1365. In your first suggestion you ask for fixity of tenure?—Yes.

1366. I am going to ask you what you mean by that presently, but supposing that the ordinary tenant at will, the man who is now the tenant at will, has obtained by legislation fixity of tenure, you go on to suggest that there should be a court to appraise improvements and determine the landlord's liability therefor. Why, if you have fixity of tenure, should there be any question of the landlord's liability?—I do not know exactly how to put a fixity of tenure, unless we have a court of commission to investigate the matter between landlord and tenant.

1367. I quite understand the suggestion for the establishment of a land court, or, if you like to put it in this way, for the investing of the county court with jurisdiction summarily and cheaply to decide disputes between landlord and tenant. Do you follow what I am saying?—No, I do not exactly.

1368. Supposing you are a tenant at will, we know you are subject to the custom of Glamorganshire on your farm Tynewydd?—Yes.

1369. And of course the landlord is extremely unlikely to refuse, but supposing the landlord should refuse to appoint a valuer when you go to carry out the custom and to assess the compensation, or supposing the valuer when appointed neglected to do something, or if, when the valuers have agreed, or an umpire has been appointed and has awarded, the landlord will not pay you your money; the custom itself does not provide any remedy except the ordinary legal remedy?—But there is a legal remedy for it.

1370. Of course you can go to a court?—Yes.

1371. Do you think it would be any good to have a provision in the Act of Parliament for a more summary method of going to a court than an ordinary action at law. I suggest this, for instance, that two valuers might go to the court and ask if they cannot agree, for the award of an umpire, and the award of the umpire shall be *ipso facto*, by itself, the judgment of the court?—That would not be a fixture of tenure.

1372. If you are going to have fixity of tenure, why do you want to have a court to assess compensation as between landlord and tenant at all?—In this way: if we had a land court, and whenever a dispute arises between landlord and tenant that dispute is settled in the land court, and the landlord has no power to turn the tenant out while he pays his rent; and then for fair rental we have the land court to investigate the matter, and to value, and to see into the matter as to whether the tenant pays more than he should pay for this land, and consequently that is a fixity of tenure.

Mr. *Brynmor Jones*—continued.

1373. Do you think a land court should be established with a power to decide whether or not a notice to quit should be given?—Just so.

1374. And that the court should only permit the landlord to give notice to quit for certain good reasons?—That is just what I mean; that is just my suggestion, and without that we shall never do any good in this country.

Mr. *Griffiths.*

1375. You told us just now that your children aided you in selling the milk. Do you find any difficulty in getting people to milk. At Cowbridge, yesterday, people would not adopt it because they could not get people to milk?—Sometimes when a milkman leaves it is difficult to get one, but I cannot say so much of that difficulty, and I have my own children disposing of the milk.

1376. Do you find the labourers' children now taking to the farming as they formerly did?—No.

1377. What is the cause of it?—They are obliged to attend a school now until they are past a certain standard.

1378. After that I mean—over 14 years of age?—No, they take up clerkships and something of that in our district. There are very few labourers' children now taking to farming. Really a farmer has to deal with his own children now in the main.

Mr. *Richard Jones.*

1379. Do you consider farming a profitable occupation at present?—No, indeed I do not; far from it.

1380. When did it cease to be so?—Before I became a farmer, no doubt, on my own hook.

1381. In what year did you become a farmer?—In the year 1880.

1382. Then why did you go into farming?—I had a liking for the old place. I was brought up to it, and I was not so averse to it as I am now.

1383. You are a sadder but a wiser man?—I do not know whether I am much wiser or not, but I have experienced any way that there is nothing got by it.

1384. Supposing a farm becomes vacant, are there a good many applicants for it?—A good many.

1385. What is the cause of it?—I have never seen a man in my life but what he has an inclination for the land. If he is only a tailor or shoemaker he has an inclination for the soil; it is a healthy calling undoubtedly, and after we have said that I think we have said all.

1386. You contend that there is such a thing as land hunger?—Yes, in our locality. I do not know whether Wales is all like St. Fagans or not.

1387. Do you think that the question of rent between landlord and tenant is ever likely to right itself, that is, that the rent will become assessed at such an amount as will make farming a profitable occupation without the intervention of some sort of tribunal, such as a land court, as you have suggested. Do you think so?—No, I do not think it will. Unless Government take it in hand it is all up.

1388. And for the simple reason that there is a keen competition for farms?—Oh yes, there is

Mr. *R. Jones*—continued.

Mr. *Grove.*

1389. As to the reason why you think you have had notice to quit. Do you mean that the farmers generally in the district have been meeting together to agree upon the claims of compensation against the landlord, or in what way do you put that?—I do not understand what you mean exactly.

1390. I will just put it very shortly. You speak as to the political bearing of the county council and so on. You also use the words "agricultural policy," I think. Do you mean by that that the farmers have been meeting to discuss the policies of landlords, and their claims upon landlords for compensation?—I never knew any case of the sort.

1391. Have you taken any special prominent part in matters of that kind?—No, not so much of it.

1392. Not more than your neighbours?—I have spoken rather freely, perhaps, when in company, but not in meetings. I do not know that I was ever in a meeting of the sort. In fact, we must not hold meetings on the subject in St. Fagans. If I went there to a meeting I should be there alone.

Professor *Rhŷs.*

1393. I wish to ask you which language you prefer to use, English or Welsh?—I am not very versed in either, but I am better in the Welsh than the English.

1394. You would have preferred to have read your statement in Welsh?—Yes.

Sir *John Llewelyn.*

1395–6. Do you know of any case of a notice to quit for causes other than nonpayment of rent?—My case is not for nonpayment of rent. My rent is paid. I do not owe a farthing.

1397–8. Do you know other cases?—In another case in which a farmer had notice to quit, it was for carrying his gun; that was not nonpayment of rent.

1399. That is the one already spoken of?—Yes.

1400. Do you know of any other case?—For nonpayment of rent?

1401. Of cases other than nonpayment of rent?—I do not know that I do.

Sir *J. Llewelyn*—continued.

1402. You spoke on several occasions of change of tenure being more common of recent years than in old times?—The cause has been chiefly through rising the rents.

1403. And not paying the existing rent?—The increase of rent. There is never a farm let on Lord Windsor's estate since I have been at St. Fagans without an endeavour to increase the rent, and in most parts the rent has been rose, and rose very greatly. My farm has been rose from 1*l.* to 30*s.*, or an endeavour to do so.

Chairman.

1404. There has been a question handed in by Mr. R. N. Hall. Is it not a notorious fact, generally known amongst the farmers of Glamorganshire. that Nonconformists are at a great disadvantage in applying for and occupying holdings?—Yes.

1405. That is your opinion?—I can prove it.

Sir *John Llewelyn.*

1406. Can you speak of other parts of Glamorganshire besides this neighbourhood?—Not far from this neighbourhood—close to this neighbourhood—within three or four miles.

1407. You are speaking of your own knowledge?—Yes, I am speaking of my own knowledge. I am not very widely known here, but I know of certain estates where Nonconformists

Sir *J. Llewelyn*—continued.

need not apply, not only for a farm, but also a cottage; they are actually turned out of their cottage through going into chapels.

Lord *Kenyon.*

1408. Can you give us an instance of the last case you mentioned. Will you give an instance to the Secretary?—Yes, I will.

Mr. *Brynmor Jones.*

1409. And the cottages have been refused?—Yes; actually, one tenant was turned out of a cottage last May Day. He had not turned out before the 1st of May, between 6 and 7 in the morning. He was told, "You must turn out by "12 o'clock—now, you must turn out into the "road, because you are a chapel-going man." He had been a tenant of the cottage 50 years.

Mr. *Seebohm.*

1410. And been a Nonconformist the whole time?—Yes, throughout his life.

Mr. *Grove.*

1411. Why did they not turn him out before?—Well, they were not bigoted in their creed then as, I suppose, they have become now. Re-examined, 26,334.

The witness withdrew.

Mr. John Williams called and examined.

Chairman.

1412. Where do you live?—1, Glossop Terrace, Cardiff.

1413. You are a contractor and corn dealer, and a retired tenant farmer?—Yes.

1414. Do you come from a farming family?—Yes.

1415. Your business keeps you very intimate with the farmers of Glamorganshire?—Yes.

1416. What portion of the country do you give evidence for?—The Vale of Glamorgan. I refused to go to Cowbridge to give evidence, but they have asked me to come here.

1417. Do you find there is any difficulty in getting evidence from the farming interest in this district, or do they readily come forward to give evidence?—Yes, they are afraid of their landlords to come and give straightforward evidence.

1418. In your opinion there is some difficulty of getting witnesses to come forward?—Yes.

1419. What is the general tenancy in the district?—Mostly yearly tenancy.

1420. No leases to speak of?—Very few.

1421. What are your opinions as to the sale of produce, and the custom of game in the

Chairman—continued.

district?—I think it ought to be left open for the tenant to farm as he likes, and if he cannot farm up to the mark he will not be very long farming. The better he farms the better the farm will pay him.

1422. Free from restrictions?—Yes.

1423. Have you any ideas about game?—I know something about that, too. I have been farming under a lease, which is an abominable lease all through. I will give you my evidence, if you like, from the start, and I will give it from memory. In 1879 we had losses on that estate, which was eaten up with game, to the extent of 300*l.* It was valued by Mr. George Thomas, of Ely, who gave evidence yesterday at Cowbridge, and he can give you every information and all the details. On my own farm in Llansannor they eat me up to about 160*l.* That was valued by Mr. Thomas, and I never got a penny for it, and Mr. Noah Rees' farm was eaten up very much in that year, and some others were obliged to go to Cardiff and give up their farms.

1424. On whose estate?—Sir Joseph Spaerman's, Llansannor Court.

Chairman—continued.

1425. Which do you consider best for a tenant in Glamorganshire; a yearly tenancy or a lease?—A yearly tenancy. Provided he gets a fair agreement and fair rent a lease would be better, but he cannot get it from his landlord; he must take it according to his writing out, or be without it, and then he is at the mercy of the landlord to turn him out at any moment.

1426. Are there any very restrictive or harsh clauses in leases that you have known of?—Yes, if you will only look through this lease it will tell you.

1427. Are these harsh clauses generally enforced, or are they a sort of dead letter?—In some cases they are enforced. They did not enforce that on me because I gave notice in the seventh year to get a reduction, and I got it.

1428. With regard to unexhausted improvements at the expiration of a tenancy, would a tenant receive a proper valuation of unexhausted improvements?—Yes, so far as the tillages go, and for all the work he will do in the arable land, and the manure and the pasture land as well, he will get amply repaid for; but as to permanent improvements our custom does not go far enough, it does not protect the tenant there. As for the tillage he is amply paid for it.

1429. Can we take it that the permanent improvements are generally by the landlord in your district?—Well, very little is done by them, only to some of the buildings, or something of that kind.

1430. Is any interest ever paid or charged for permanent improvements?—In some cases they are.

1431. But not generally?—Not generally. In some estates they have to haul towards it.

1432. As regards the tenants hauling, is there any allowance made for that?—Only they get free, perhaps, of paying their interest. It means 10 per cent. interest in many cases.

1433. As regards reductions in rent, which have been very general, have you heard of any permanent reduction of rent in this neighbourhood. Have they been necessary?—Not in my district.

1434. Or temporary abatements?—A little temporary abatement, 5 or 10 per cent. and 15 per cent. in some cases for the last two years, but I have heard of land being risen the same as the last witness said, in many cases to a very great pitch.

1435. How do the rents of the farms compare. Is a small farm rented higher than a larger one or not?—The small one is dearer, 5*s.* an acre or more in many cases.

1436. We have been told in some cases that rent has been paid with borrowed money. Does that come within your experience?—Yes, I believe so in nine cases out of ten.

1437. They have to go to the bank?—Yes, they have to go to the bank, and they will borrow of anyone to pay the rent. They will sell their shirts, I think, rather than go to the audit without paying the rent.

Chairman—continued.

1438. We have heard of land going out of cultivation, and being laid down to grass. Have you had any experience of that. Have you seen that done?—Yes.

1439. At whose expense is that done?—At the tenant's expense. In some cases the landlords allow the seeds, and when the landlord allows the seed he will not allow the tenant to plough it up at all; it must lay there whether it pays the tenant to keep it up or not.

1440. Is the land keeping up its quality or not in your district?—With a small farm on the upland going over years sometimes it will go over 10 or 20 years. It must be manured, and manured every year or every other year at some expense, before it will come to anything.

1441. Can you tell us anything about the enclosure of commons and mountains?—Yes, a few in my district, I know, have been enclosed.

1442. Has that had a good effect or bad effect on tenants?—It has a little both ways. It is good for the adjoining tenants; it is relieved from trespass. The landlord has that benefit. He closes it in and charges a rent on the land, and before they had the privilege of grazing free of payment.

1443. Has any reduction of rent taken place in consequence of that?—I do not know of any.

1444. You say the right of pasturage would add to the value of a farm?—Exactly.

1445. Can you tell us anything about game. Does that come within your knowledge?—Yes. I was building on that estate in 1879, and Sir Joseph Spearman has preserved very greatly over it. I know of the case of one tenant where he made him sign before he touched the land that he would not touch the ground game or anything; and I could mention others. They are prepared to sign any information with their names and everything attached to it and give it to you privately as Commissioners.

1446. We have heard something about game farms. What is a game farm. Is that a farm where game is strictly preserved, or is it a farm solely and entirely kept for the preservation of game?—There is no farm to my knowledge kept purposely for it. There are spaces picked out here and there, for instance, out of my little estate there are enclosed pieces here and there.

1447. For rabbits?—Yes.

1448. A game farm in this district means a farm on which game is preserved and kept for the sport of the landlord?—Yes, for his sole hobby and so forth, and not for anyone but himself.

1449. You are not in favour of the game laws at all, I may take it?—Far from it.

1450. Can you tell us about the condition of the farmers' wives and children. Do they work on the farms?—Yes. They are obliged to work from early to late, and from bed to work and from work to bed.

Chairman—continued.

1451. How long do they stay with their parents. Do they stay up to the age of 21 years?—Some of them do not care to stay very long. If they can find a better place to go to, they will go, and some are obliged to stop with their parents to keep them.

1452. Do these children receive wages or not?—No, only in one case. I know of where they receive some pocket money, and that is very little, many a time.

1453. May I take it that this work done by the children of farmers is very valuable?—Yes.

1454. In fact it enables the parents to keep on?—Yes.

1455. As regards labourers, you have plenty of labour, or is it scarce?—I think labour is plentiful just now. The only thing is, the tenants are not in a position to encourage them and to till the ground in the way it should be tilled. The produce of the farms will not enable them to farm as they ought to do, and get a profit for themselves.

1456. Has there been any advance in the wages of labourers in your district?—It is just the same now as when I took that lease.

1457. How many years is that?—When I took that lease was 18 or perhaps 19 years ago, and it was just the same then as it is now.

1458. How many acres did you farm?—That one there is about 750 acres.

1459. A very large one?—Yes, in two farms. I only farmed the bottom farm, called Llansannor Court. A brother-in-law of mine farms the top one.

1460. As regards the allotment of small pieces of land for garden purposes, are they easy to obtain in your district?—They do not make very much use of them in many instances.

1461. There is no demand?—No. They do not have a proper place for them. They are put in a corner and out of the way, and it will take them half an hour to go there, and perhaps more.

1462. May I take it that the inconvenience of the position makes the demand small?—Yes.

1463. There would be a demand if they were in a better place?—Yes; if there was a good cottage and garden it would be an inducement for the tenant to stop there and make the best of it.

1464. Have you any ideas about a land court, or anything of that sort?—My idea is this, that if we do not get a land court to go in between the agent or the landlord and the tenant, I do not know what will become of this country in a very short time. I think that a land court would be the only remedy to have a fair rental fixed. I know farms now where if you were to reduce them 50 per cent. it would be impossible for the tenant to go on. They are 25 to 30 and 40 and 50 per cent. too high in many cases. The taxes, again, are very high. I think the ground rent and the royalties and the tithes ought to reduce the taxes.

1465. Are the tithes high?—Yes. I was paying at my place seven rents every year. I

Chairman—continued.

was in three parishes, I should say, I was paying the parson 60*l.*, 30*l.* every half year, and in another parish 10*l.*, and in Penlline parish once a year, that was about 5*l.*, I think, and altogether between 70*l.* and 80*l.*

Sir *John Llewelyn.*

1466. You said that many of the rents you know of have been paid with borrowed money. Who is it generally lends the money?—The bank generally, or some friend.

1467. Is that continued from year to year. Has it been in existence for a series of years, or is it very recent?—I think the last few years it is worse than it has been. I have been borrowing money myself nine times out of ten to pay rent.

1468. No one would continue to go on lending money year after year unless it was repaid?—No, it is a very hard case when you have to go and pay the landlord for extravagant rent, and they cannot stand it.

1469. I understand the tenants would first of all borrow the money rather than go to the landlord, and ask for a reduction or abatement?—They would borrow from anyone rather than go without the money to pay.

1470. Do they do that for more than one year consecutively?—I could not say for how many years, but I know in many instances they do.

1471. I ask you about the sequence of time. I quite understand its being done for one year?—I could go back as long as I was farming, so far as that goes, that is nine or ten years ago, and during my time ever since the wet season came in 1879–1880 it has been so.

1472. What is the character of the cottages for the labourers in your district. Are they good?—No they are not good, far from it in many cases.

1473. Do you find that constitutes a difficulty in getting the labourers to stay with you?—A great difficulty.

1474. The condition of the buildings?—Yes.

1475. Have they got any large cottages, or any plot of land attached to the cottages generally?—They are small cottages and very small pieces of garden as a rule.

1476. I think your holding was in Llansannor?—Yes.

1477. Is that the same land as Sir Joseph Spearman tried some agricultural experiments on?—He went to the same house that I had and tried to make a mansion of it for himself.

1478. You had 790 acres there?—Yes.

1479. How long have you been there?—Nine years.

1480. You held it upon lease?—I held it upon lease. I had two farms, one was at the Windmill, and that lease is in Llansannor. I farmed Caercady in the same year, 1875.

Lord *Kenyon.*

1481. You were a very large farmer at that time?—Yes, I paid 300*l.*

Sir *John Llewelyn.*

1482. You tell us about the time you were farming with your father, and the treatment you had from your landlord?—I could make a sermon like my friend Mr. Evans if I had time to go over it, but I am only a short preacher.

1483. You were protected by a short lease?—Yes, I took Llansannor in 1875 or 1876, and I went on very well for the first three years, and farmed as well as I could, and I raised up new banks there over 800 perches, and it cost me from 3*s.* 6*d.* to 6*s.* a perch.

1484. When was that?—1875, 1876, and 1877. The first three years I did all I could there, and I had it just like a model. I took down all old fences there for over 500 perches. I went on until Sir Joseph came of age in 1878. I never knew he was in existence when I signed that lease, but I was persuaded by the under agent, that is Noah Rees, and he said, "Oh, you "are safe enough on the Llansannor estate, "you can sign any mortal thing. We have "every privilege for ourselves," and so I had for the first three or four years, because I had the game to give to any gentleman I liked, but when Sir Joseph came of age he preserved at once, and we had notice not to touch them, and 1875 came and we were eaten out of our crops, as I have told you.

1485. During the time of your lease?—During the time of my lease.

1486. That was before the days of the Ground Game Act?—Yes, it was.

1487. I suppose in that lease the game, including the rabbits, was reserved out to the landlord?—Everything was preserved to the landlord. I did not know there was a landlord to come, or I would not have signed that lease.

1488. Who was the land agent at that time?—There was only an under agent. Wood and Merrick, of Crickhowell, were splendid agents, and if they had kept to Sir Joseph Spearman's agency I should have been in Llansannor court to day, and Sir Joseph Spearman would have been 5,000*l.* or 6,000*l.* better off, and I should have saved 2,000*l.* which I had to leave behind.

1489. In consequence of the game did you give up the lease?—No; I went on till the end of the seventh year, when I gave notice to my landlord for a reduction. The time had turned from 1875 until that time of the lease. There were seven years before the lease, and two in the lease. I had a short agreement between me and the present agent at the time. Then we went on for about a twelvemonth. But the agents and Sir Joseph could not draw it at all; he wanted this and that, and they would not be the agents any more, and resigned. Then Mr. Huntley, the present secretary of the "noble" farmers club at Cowbridge, came on, and if it were not for his action I should be there to-day, I am sorry to say. The first three years when I went there I bought some implements to the amount of 1,500*l.* in value, and more. You heard yesterday one gentleman say that his was the only farm on which there was steam tackle, but I had some steam tackle there, and my landlord having to take the farm and everything from me, would not take over the steam tackle, and the consequence was I had to have a sale, and I made 400*l.* out of implements which had cost me over 1,500*l.*

Sir *J. Llewelyn*—continued.

1490. Was that upon a forced sale?—No, it was not. After I went on upon the second term in the lease, I had a reduction of 90*l.*; somewhere under 100*l.* Everything went on nicely for the first year. When the new agent came on he wanted to alter this and that, and I had a notice to quit, and I was obliged to quit, and I had no place to go to. I had six months' notice, and I had to make the best of my stock and implements that I could.

1491. You were rather driven into a corner about your sale?—Yes, I was, very much.

1492. That is what I mean by calling it a forced sale. Now, as to the evidence you gave before. When you spoke of the custom of the county, I think you said it did not go far enough in respect to permanent improvements?—No, it did not.

1493. What do you mean by permanent improvements?—Such as the banks, and what I did outside on the farm.

1494. The buildings are usually done by the landlord?—I spent hundreds of pounds on the buildings, and I only got about one-sixth what I should get for them from Sir Joseph. I received something about 50*l.*, and I had to pay interest at 5 per cent. on it while I was there; but I should not grumble about it if they would have allowed me to go on upon the second agreement, but I had to go.

1495. Was that money, 52*l.* paid to you under the award?—Yes.

1496. In respect of embankments, ditches, and fences, you think that more ought to be allowed than is allowed under the custom?—Yes, I think the valuers ought to have more power to go into it.

1497. And in respect to laying down permanent grass?—Yes.

1498. Do you think that a further term should be given, that the valuer should be permitted to give more than they are under the custom?—Yes, I think so. I think our custom is better than the new Act, although I do not know much about the new Act, but we do not want a better custom than we have in our country at present.

1499. Only you think it may be a little extended?—Yes, that is for permanent improvements. As for the tillage, it is fair enough, because, as I have said before, the better for the farmer to go out the better for the incoming tenant. Then there were the new banks I put up. I planted all over the farm 60,000 quicks, which cost 30*s.* a thousand, and I did not get any benefit for the new banks. They did not come to "preferment" at all the first three or four or five years, and since that they are beautiful fences. It was like a wilderness before I took it.

1500. Did not the rabbits eat the quicks?—No. They were three year old quicks, and they were on the bank, and it was too high for the

Sir *J. Llewelyn*—continued.

rabbits to get on to the top of the bank to eat them. The bank is 3 feet high, and the quicks were on the top. They could not get there, or else they would, I daresay.

Professor *Rhŷs.*

1501. I understood you to apologise to the Chairman at the beginning that you had not a sermon prepared?—Quite so. I am a short preacher.

1502. I hope you have not forgotten any important point in the sermon which you wish to give us?—I will endeavour to answer any question which you please to ask me.

1503. Do I understand you to say that you laid out a good deal of money on the buildings on your farm?—I did.

1504. Under a yearly tenancy?—Well, I put the buildings up when the lease was in power.

1505. But you would not invest much money in your buildings under a yearly tenancy, would you?—No.

1506. The custom does not cover that, does it?—No.

1507. Is the tenant usually expected to keep up the permanent buildings?—No, but in many cases he is obliged to, if he wants them, or he would be without them.

1508. With regard to borrowing money to pay the rent, is that not rather an advancing of money to await a sale of produce, or to await the sale of cattle at a fair, or something of that sort?—In some cases it is.

1509. Would you not think that was mostly the case; the banker could not go on for ever lending money to pay the rent?—No, but it comes like this. When he goes to the fair he gets less than he expected, and the balance is greater against him.

1510. But might he not get more?—Not the last few years. We do not remember such a year as this year; everything is very low.

1511. We cannot bring that home to anybody very much, can we, except the season and other things which we cannot control. What would you say was the cause of it?—Plentiful supplies from other parts, corn, beef, and mutton, and everything else.

1512. What would you suggest as a remedy?—You cannot put a tax on it, only get a lowering of the rent to compete with the foreigner.

1513. Do you consider that rents in your neighbourhood are generally too high?—Yes, 25 and 30 and 40 and 50 per cent., and more than that in many places. The farmers are afraid to come here to say so, but it is so.

1514. When one of those farms becomes vacant which are 50 per cent. too high, what about the competition for them?—In some cases they lower it to the incoming tenant, and give him more privileges than they would to the old tenant, if he wanted to stop there. They will give a reduction to the incoming tenant, but not to the old one.

1515. Is not that bad management?—That is the doing of the agent in many cases, and I am sorry to say they are the curse of our country.

Professor *Rhŷs*—continued.

1516. Now, about the children of the farmers who help them on the farms. How do they live. What do they have to eat and drink as compared with years past?—They have plenty to eat and drink. Milk is plentiful.

1517. Do they have better food than they used to have 20 or 30 years ago?—I do not think so. Food is not so plentiful in a farmhouse as when I was a boy. I know that from my father's time.

1518. What kind of food is not so plentiful?—There was plenty of everything in the house; there was bacon hanging, and you would not go to a farmhouse scarcely without seeing half a dozen hams, but now there is perhaps one, or one and a half—and it all goes to the landlord for extravagant rent.

1519. Is that quite so?—I am certain it is.

1520. Do you not think that they eat more fresh meat or butcher's meat than they did?—Well, they could, because it is a lot cheaper, I know. In my time I remember selling mutton at 11*d.* a pound, and now it is not more than 7*d.*

1521. What did you pay for tea and coffee. Did you have tea and coffee in those days?—Yes.

1522. What did you pay for them?—I left that to the women. I did not know anything about that, but I do not think it was much higher then.

1523. On the whole do you think they fare as well now as they used to do?—I do not think they are so homely. Food is not so plentiful. Certainly, they get enough of food, and they work hard enough for it.

1524. You spoke of a small farmer's family in the Vale of Glamorgan. What bread do they eat?—Wheat bread.

1525. Any barley bread?—No, no barley bread. In my time it was an option. If they wanted to eat a little barley bread in my time there was plenty of everything, so far as I can remember.

Mr. *Grove.*

1526. One question as to cottages for farm labourers. Do you think there is a scarcity of cottages through the district, taking it altogether?—Very scarce in many places.

1527. You farmed yourself 750 acres. How many cottages for labourers would there be on that quantity of land?—Well, only two.

1528. On 750 acres?—Yes. The top farm, the Windmill, I did not farm, only the bottom, that is about 500 acres.

1529. If more cottages were built on the farm, do you think it would have a tendency to make the labourers remain on the land, rather than go to the iron works and to the collieries?—Yes, it would be a great inducement for them to do so, and to keep them comfortable, and if you cannot do that you cannot expect them to work. I heard some of my friends give evidence which I did not like at all. They said you required now something like three to do the work of one 30 years ago. That is the fault of the farmer, and his own management. If he has good men

Mr. *Grove*—continued.

and keeps them in good encouragement, they will do well.

1530. You think it is an important thing to have cottage accommodation?—Yes.

1531. As to railway rates, do you suppose that they are excessive now for farming produce in the district?—Very excessive.

1532. Do you think that farmers very often use their horses and waggons where, if they had lower rates, they would be glad to send by railway?—Yes, I know of many cases now. I am buying wheat all round the country, and I know, from places 12 or 15 miles off, that instead of putting it on at Cowbridge, which they would do if it were a fair charge, they bring it all the way to Llandaff Mills.

1533. And do you think that the farmers keep more horses in consequence of having to do that work?—Oh, yes, certainly; a team for every 100 or 150 acres.

Mr. *Richard Jones.*

1534. You said in many cases the landlord would not reduce the rent to an old tenant, but he would do so to a new one?—Yes.

1535. What conclusion do you draw from that?—Well, bad feeling from the agent.

1536. Anything else?—No, I do not know of anything else.

1537. You would not draw this deduction, that practically speaking the place is rented to the highest bidder?—Yes, it is so.

1538. When the landlord allows the old tenant to go, he finds that the place is only applied for by persons who will give a reduced rent?—Yes, that is so.

1539. I will ask you a question that is down in the syllabus. Has there been any considerable migration of farmers or labourers from your district within the last 50 years into other districts?—Yes.

1540. Into what districts?—Into the mining district: that is the labourers you mean now?

1541. No, farmers?—No, the farmers are really the same, I think. There is somebody farming the farms all the time.

1542. Are there any farms unlet in this neighbourhood?—I do not think so.

1543. You say that there is no migration of farmers from this neighbourhood into places like Essex, and other English counties, where a great many farms are unoccupied?—I do not know of any.

1544. What do you think is the reason that they do not go?—They do not like to lose their farm and go from their native place. I thought when I took that lease of spending the rest of my time there, or I would not be so foolish as to do that work, I lost 2,000*l.* when I had to go.

1545 Do you think the domestic ties among the Welsh people are closer than they are amongst the English. Do you think the relationship between the Welsh farmers is closer han it is among the English people?—Certainly.

1546. That is your opinion?—I know it is so close as this, that a farmer will not say anything against his landlord in case he loses his farm. He does not want to go from a particular place on any pretext whatever. You had a lot of farmers before you yesterday, but I do not know of one who wanted to get rid of his farm. What they wanted was a fair rental and fair play to pay for it.

Mr. *R. Jones*—continued.

Mr. *Griffiths.*

1547. Are the farm agents generally practical men; I mean have they received any special training?—I believe not in this country. There are Scotchmen coming down here, and they do not know anything. They have no sympathy with us down here, and even if they want anything done for themselves it must come from some other place. There is the Margam estate—Mr. Knox is there—he is farming it himself instead of letting it out to a tenant, and for everything he wants—if he wants a bailiff, for instance—he must go up to Scotland for it, and most of his workmen if he can get them, and even for an entire horse he must have a Clydesdale. They have no sympathy with us down here. I know that estate is full of game. It is the curse of the country. If you go down there and look at them you will see they are more like crows all over the place. Sir John Llewelyn knows something about that, I suppose; they dare not touch them, because if they did they would have to leave at once. I will give you an instance. There is Mr. Powell, of Eglwysnunydd, who had to leave in consequence of the game nuisance. I have not had authority to give you this information, but I will say it for the sake of the present farmers. The game is so much there, that if you put a piece of mangold in you are obliged to put wire all over it, and you could not see a mangold on the field but what has been partly eaten up by the hares, and you can see their marks on the wire as well, and yet the farmer would not touch them on any account, because he knows that he would insult his landlord. That was in Mr. Talbot's time. Now Miss Talbot is managing it, and then Mr. Knox came. The agent sent a man to the corner of a field to cut the ground for a house there without Mr. Powell's consent at all. I think I am in a position to prove that. Mr. Powell ought to be bound to give evidence. Mr. Alexander, who is here, knows something about that, because he had the sale there, and you know about it, Sir John. He is one of the best farmers in the Vale of Glamorgan, and I can prove it in this way, that when the Royal Agricultural Show was in Cardiff there was a prize given of 100*l.* or a cup for the best cultivated farm produce and stock, and Mr. Powell won the prize—I think it was for Monmouth and the Vale of Glamorgan, and the second prize went to Monmouth. That gentleman would tell you all about the game, and he ought to do so for the sake of his brother farmers.

See 49 5001.

1548. You consider that the agents are a little arbitrary?—Oh, yes.

1549. You spoke of the labourers just now. Do not labourers generally have potato ground

Mr. *Griffiths*—continued.

with the garden besides the land they occupy?—Yes, in a good many cases they do.

1550. They find that sufficient as a rule?—Yes, they have plenty of time to plant new potatoes for the season.

1551. The farmers, of course, cultivate their land for them?—Yes, and he keeps it after.

Mr. *Brynmor Jones.*

1552. You have used the term "fair rent"?—Quite so.

1553. You have also told us that the rents are almost invariably paid. By what method would you arrive at what is a fair rent, and what do you mean by it. Is it a rent distinguished from a competition rent?—I mean a fair rent to be fixed by a disinterested party—by a land court.

1554. Supposing a dozen men wanted the same farm, and the rent is what may be called a constant fixed rent at a fair sum, who is to decide which of the twelve applicants shall receive the farm?—The land court would do that, I suppose; everything must be left to the land court. If it is left to the agent, I do not know where they would finish.

1555. Let me put my question again. You were paying a very high rent, I mean high in the gross, I do not say high relatively—I do not know about that at present—736*l.* I suppose when you left the farm Sir Joseph Spearman tried to let it, did he not?—No, I was obliged to go out for him to go into farming. His present agent advised him to go in farming; to try his land for himself, to make a bit at my expense.

1556. The man who wants to get it gives as much as he can and the highest bidder gets it?—As a rule the landlord will let it to the highest bidder in this way. He knows he is safe of his rent because he is the first to catch hold of anything on the farm, and if he was on the same footing as other creditors he would be very careful to pick out the best tenant and not the highest bidder. In that way there is no fair play at all for a good tenant. He is obliged to compete with those who have not much experience or much money, although there are not many farmers who have much money in our country. I know that very well.

1557. That is a competition rent?—That is.

1558. That is a rent which some tenant farmer is ready to give for the particular holding?—Yes.

1559. And it is arrived at amongst persons desirous of going on the farm?—Yes.

1560. That is a competition rent?—Yes, the highest bidder.

1561. Calling that a competition rent, what do you mean by a fair rent? Let me put the point to you again. Do you mean by a fair rent a rent which a tenant farmer would be able to pay to the landlord, after allowing himself a reasonable per-centage by way of interest on the capital and labour which is involved in the carrying on of the farm?—Yes, that is what I mean, but if it is only worth 5*s.* an acre the landlord should not get more than that, if it is worth 2*l.* let him have it.

Mr. *Brynmor Jones*—continued.

1562. The thing is worth what the landlord can get for it in one sense?—In the competition the good farmer is obliged to bid with the poor one, and then he gets more than he ought to for it.

1563. I have rightly grasped your meaning of the term "fair rent"?—Yes. I say when an old tenant wants a reduction there ought to be a land court to fix the fair rental of the place. Now, if you ask about a reduction, I can name some places where they say: "Oh, you have "your remedy." "What is that? I have been "there so many years and I cannot pay for it, "I am losing money every year." "Well, give "notice, I have plenty who will take it." That is the answer directly. We want something to enable the present tenants to keep their holdings as long as they want to hold and pay a fair rental.

1564. The introduction of your system would involve some loss to the landlord, would it not?—In what way?

1565. Instead of the rent being fixed as it is now by bargain between landlord and tenant, or by putting farms to auction, or arriving at a competition rent in some way or other, you propose to have a court that would fix a fair rent?—Yes.

1566. That, I understand you, would be in most cases somewhat less than a competition rent?—Yes, quite so.

1567. That would involve a loss to the landlord, would it not?—Yes, because the landlord will let it if he does not farm the farm properly, and it is his loss at the end, no doubt. If he let it to a good farmer it would be for the landlord at the end too. But he does not; he lets it to some one who is the highest bidder, whether he can farm it properly it or not.

1568. I am only trying to ascertain your views; do not think we are taking one view more than another. By reference to what principle do you justify the infliction of this loss upon the landlord?—In this way. The farmer would perhaps go in there, and he would not farm up to what we call the four course system, and up to the mark which he ought to do, because he would not know what minute he would be turned from there. That is what I mean. If he was under the impression that he was to keep it as long as he liked to keep it going, and there was a land court, he would farm it up to the mark.

1569. You put it in this way, that if rents instead of being fixed by competition and bargain, as they are at present, were fixed by some other means at a fair rent according to your definition of the term, the result would be a benefit to the whole community although it might involve loss to the individual landlord?—Yes, it would be a benefit to the community at large and to the tenant. The landlord might lose, because it would be a lower rent.

1570. If what you suggest is to take some money from the landlord and put it into the pocket of the farmer, how does that benefit me or some person carrying on business not involving agriculture?—I say it is better for the landlord

Mr. *Brynmor Jones*—continued.

to have a good tenant than have the highest bidder.

Lord *Kenyon.*

1571. Are changes in tenancy frequent in this neighbourhood?—Yes, they have been.

1572. Very frequent?—Yes.

1573. What do you ascribe that to—depression in agriculture?—That is the main point, and the game eat it up.

1574. And too much competition?—If the tenant wants a reduction he is obliged to leave before he will get it, and someone else will come and give it. I know a couple of tenants had to leave because the game had eaten them up.

1575. We had evidence yesterday that the changes were not very frequent?—I say they are not in our district, but they are in some places, and more under the Margam estate than many other estates.

1576. Have the rents been raised in the Margam estate?—I could not say that. I think the other way about, because they left all the buildings to go to rack and ruin in Mr. Talbot's time. Although he died worth six millions of money he let all the estate go to rack and ruin.

1577. Is it not the fact that they are repairing the estate?—Yes, after the poor tenants are gone.

1578. That is not the fault of the present owners of the Margam estate. Are they not doing all they can to repair them?—Yes, they are doing so now, but they allowed them to go away when they ought to have made them stop.

1579. When you refer to any difference between landlord and tenant, you say it is no good referring to the agent. Are we to infer from that that it is difficult to get access to the landlord in this part of the world?—It is difficult, and it is more difficult still to get to the agent too in some cases, because they are higher than their landlord.

1580. Do you think it would be better if you could get easier access to the landlord?—Well, I could not say; it might be.

1581. Do you think the intervention of a third party is for the good of the tenant or harmful?—A third party disinterested to both would be a benefit for the community at large, and all the tenants as well.

1582. Even if that third party had no knowledge of the estate?—He would not be chosen by the land court if he had no knowledge of the estate. They would fix upon some umpire or practical gentleman who has experience and knows all about it, and if we do not get that this country will be very poor in another 12 months.

1583. Can you state at all the average of rent about here, roughly?—About the Vale, 1*l.*, more or less. In some situations, 30*s.*, and I know Lord Windsor has let some of his land at 2*l.* and 3*l.* an acre. I know some of his land has been let under the hammer the last few years,

Lord *Kenyon*—continued.

a lot of which the tenant ought to get instead of doing such a dirty thing as that.

1584. You would put the limit to 2*l.* or 3*l.* an acre. What is the highest rent in the neighbourhood?—I could not say the highest rent.

1585. Roughly speaking?—I am speaking of what has been taken now lately, some of it 2*l.* and some of it 1*l.* and a little more, and some 3*l.*

1586. And the lowest rent would be what?—1*l.* an acre, perhaps, but not on that farm alone, on other estates.

1587. And I think on your farm which you mentioned you paid about 736*l.* for 790 acres, according to this lease?—Yes, some of that varies again, some of it you can put at 10*s.* an acre and some at 24*s.* and 25*s.* when I took it.

1588. The average was a little over 18*s.*?—Yes, very likely, putting the two together.

1589. You would value the pasture higher than arable?—Yes, certainly, and some arable higher than the pasture too.

1590. What was the proportion of arable to pasture on that farm?—I could not say exactly; about 15*s.*

1591. I want the number of acres to average between arable and pasture?—The top farm there might be 400 perhaps of arable land, and the other 300 would make the pasture—pasture and moor.

1592. Very nearly half and half?—Yes, very nearly.

1593. That farm was not over rented?—Yes, it was.

1594. Although you were only paying an average of 18*s.* an acre for it?—Yes; I know it is too high now, and some of it has been let at 5*s.* an acre.

1595. You also said that the pasture sometimes took 20 years before it became profitable?—And sometimes never became pasture.

1596. Would not that be ground unsuitable for pasture?—Yes, certainly.

1597. And also ground unprofitably laid down?—That might be the case, too, in some cases.

1598. My experience of pasture differs from your own, if it takes 20 years to become profitable?—Well, in some parts of the country it will take more.

1599. You have given rather an unhappy account of the condition of the farmer's children, but in some evidence we have discovered that they do not take to farming life now?—Some do.

1600. Do they go up higher or lower in the scale?—Lower. The children of the working men are better off in many cases. They have schooling, and the children of the farmers cannot go—they are obliged to go by law, but in some cases they could not afford it.

1601. You think they do not rise but they rather fall in the social scale?—Yes; a party told me to-day that even the education of the children of the gamekeeper on the estate was better than he could afford to give to his children.

Sir *John Llewelyn.*

1602. You said that a good deal of land was being let under the hammer?—Yes.

1603. I presume you mean near to towns. Is that it, or is it so in counties outside, far away from the big centres of population?—There was a little sale in Cowbridge the other day when the St. Hilary estate was selling under the hammer.

1604. Is it common in the county or becoming more common. Is there much letting under the hammer by auction?—Yes, by auction. There was one farm often let, but now Mr. Howell, the draper, has it.

1605. Is it the common practice?—No, it is not.

1606. How is that injurious. Who does it hurt?—The farmer certainly.

1607. There is more competition?—Yes, but those tradesmen from the town will come out and give more than any farmer will ever manage for it.

1608. You do not say it is common in the county?—Oh, dear no, only an instance here and there.

1609. Only to a limited extent?—Yes.

Chairman.

1610. I have two or three questions to ask you that have been handed in by Mr. Hall. First, about the game; a witness stated at Cowbridge that in the Vale of Glamorgan there was very little game. Mr. Hall wants to know, is this your opinion?—No, it is quite the reverse.

Chairman—continued.

I could answer that if you will allow me a few minutes to explain. The gentleman that answered that question at Cowbridge had the sole right of shooting over the very estate on which I was brought up, that is Sir Aubrey Aubrey's. They are paying 6*d.* an acre since 35 years ago, I should think, and they held it ever since. The game is a great nuisance to the farmers all round. Take Penlline Castle again. There is more game in that corner until you get down to Margam than any other part I know.

1611. It is not your opinion that in the Vale of Glamorgan there is very little game?—No.

1612. I want you to understand that these are all questions put by Mr. Hall. Have you heard of 700 odd head of game being killed within two days?—Yes, I have.

1613. Do you know anything of the state of the farms on the Margam estates, especially with regard to game?—Oh, yes, they are swarming there.

1614. Do you find a landlord threatens his tenant with notice to quit unless he agrees to waive his right to ground game?—Yes, I am not allowed to mention names, but I know one who is prepared to send a statement with the name of his landlord and everything.

1615. Is there much competition for large farms?—No, not so much for large farms. Re-examined, 26,861.

1616. Is it not notorious that Nonconformist tenant farmers are at a great disadvantage in applying for or holding farms?—In some cases.

The witness withdrew.

Adjourned for a short time.

Mr. THOMAS JOHN MORGAN called and examined.

Chairman.

1617. Where do you live?—At Plas y ddrainen, Rhigos, Hirwaun.

1618. What is your occupation?—A district road surveyor.

1619. Have you been brought up on a farm?—I have.

1620. You are the son of a farmer?—Yes.

1621. You know the farmers and the farming in this district?—I do.

1622. Is there, in your opinion, any difficulty of getting evidence from the farmers in this district or not?—There is.

1623. For what reason?—For fear something might happen to them, and they might be injured in some way.

1624. Do you know of any tenant farmers that have refused to give evidence?—Yes.

1625. Can you tell us anything about occupation. What sort of agreements are there in this district?—Verbal.

1626. Yearly or leases?—Yearly.

1627. Are the changes in tenancy frequent?—Not so very frequent.

1628. What is your opinion about rents; are they high, low, or moderate?—They are too high.

Chairman—continued.

1629. Do they refuse to spend money owing to any circumstances in this district?—Yes.

1630. What is the reason they do not spend more money on their holding?—If they would spend money the rent would be advanced.

1631. Is there any permanent reduction of rent in this district?—No permanent reduction.

1632. What is the abatement of rent?—There has been 10 per cent., some years ago.

1633. What is the size of the farms in this district?—They vary to a great extent.

1634. Do you know of any farms having been consolidated?—Yes.

1635. With what result?—To the injury of the land.

1636. Why do you think that. What is the reason for it?—Because they cannot cultivate it so well; the farmer has not been able to do so.

1637. On account of labour?—On account of labour being too high.

1638. Do you agree with what we have been told, that rent is often paid with borrowed money?—I do.

1639. What is your opinion of the farmers of the district. Are they practical men. Do they

Chairman—continued.

know their work?—Yes, they are practical men, but not all of them.

1640. Is there any land going out of cultivation?—Yes.

1641.—Why is that?—Because the farmers cannot pay for cultivating it to the extent it ought to be cultivated.

1642. Do you know of any farms unlet?—Yes.

1643. How many?—Six or seven.

1644. Do you consider that land is in the same condition as it was, or has it deteriorated?—It has deteriorated; it is getting worse.

1645. Have any farmers to your knowledge reclaimed any portion of their own land?—Yes, some of them.

1646. Have you ever known during the last 30 years any improvements done by draining by the landlords?—Not the least.

1647. Is there any allowance made in the rent if the tenant makes any improvements?—Not at all.

1648. When tenants leave their holdings, are they able to get the value of their general and unexhausted improvements?—They are not.

1649. Not according to the custom of Glamorgan?—No.

1650. Do you know of any instance where rights of common belonging to the public have been disturbed?—I do.

1651. Was the land allotted then to the various farms?—No.

1652. What was done with it?—It was allotted to the landlords.

1653. Where land was allotted to the farms was an advance in the rent demanded?—No, not an advance in the rent, because they are letting this land to other people, not to the farmers.

1654. Can you tell us anything about game in this district?—The game do not trouble us much in this district. There is no game preserving round us to speak of.

1655. Are there more farms farmed by owners now than there were in days gone by?—Yes.

1656. More than in days gone by?—Yes.

1657. With regard to the farmers, do they work on their own land generally?—They do generally.

1658. They do the farm work?—Yes.

1659. And their wives also?—Yes.

1660. And the children?—And the children.

1661. Are they paid wages as a rule. Do the fathers and the mothers pay the children wages?—No, they do not.

1662. As regards the price of labour, what is the condition of the labourers at present. Are they better paid?—There is very little labouring upon the land in that way. They do not cultivate much of the ground.

1663. There are not many labourers on the land?—No.

1664. Do the labourers board and live at the farmhouse generally, or do they live in their own cottages?—They live in their own cottages generally.

Chairman—continued.

1665. In what sort of condition are the farmhouses and buildings and cottages generally in your district?—Very good under some landlords but not all the landlords. The buildings on some landlords' estates are very poorly.

1666. And some very good?—Yes.

1667. Is it easy to obtain small plots of land for allotments?—It is not.

1668. Nor to build labourers' cottages?—No.

1669. I suppose you will agree that the value of produce has fallen very heavily in the last few years?—Yes.

Sir *John Llewelyn.*

1670. For what district do you speak?—Rhigos.

1671. That is mostly mountain land?—Yes.

1672. So that it is very different to the land we have been hearing about down in the vale?—Yes.

1673. Do you say there is a difficulty about getting land for building houses?—Yes.

1674. There are no agricultural labourers as such in that district?—No.

1675. So that when you speak of a want of cottages for house room it is for men working in other industries than land?—Yes.

1676. You say you know of six or seven farms unlet?—Yes.

1677. Is that for want of tenants?—No, it is that they keep the rents so high that no person would take to them, and they would not drop the rent or reduce it.

1678. How long has that been the case?—That has been the case now for about 15 years. This is part of Breconshire, I am speaking of now.

1679. Up in the northern boundary of the county?—Yes.

1680. Are they sheep walk farms?—They are.

1681. And you say the land is going out of cultivation?—I do.

1682. Are they sheep walks not covered with sheep, or are they farms which were cultivated farms?—They are going out of cultivation.

1683. Were they once cultivated for corn?—No, for haymaking.

1684. What do you mean when you say they are going out of cultivation?—They do not mow the land.

1685. Do they put sheep on them instead?—Yes.

1686.—You spoke also of the commons being enclosed?—Yes.

1687. Were they enclosed under an award?—I cannot say; I do not think so. It was about 20 years ago that it was done.

1688. Were the rights of the public recognised at all?—Yes, then.

1689. And I suppose there was some award of the enclosure—some record kept somewhere or another of the enclosures?—No doubt of it.

Professor *Rhŷs.*

1690. With regard to the six or seven farms that you say you knew of as being vacant, are they entirely unused. Are they not used for

Professor *Rhŷs*—continued.

sheep walks?—The landlord keeps them in his hands.

1691. Does he make any use of them. Has he any stock on them?—There is stock there.

1692. They are not quite useless?—No, not quite useless.

Mr. *Seebohm.*

1693. You are speaking of mountain land?—Yes.

1694. Has the mountain land generally been enclosed about 20 years ago?—Yes.

1695. In great square blocks with high walls, or simply shut out from the neighbouring farms?—Not walls, hedges and ditches.

1696. Where it has been enclosed, has one farmer one of the blocks of land which have been enclosed and another farmer another, or has the landlord taken the whole?—He has given a block to other tenants.

Mr. *Richard Jones.*

1697. You said that you knew of several farms that were unlet and farmed by the landlord?—Yes.

1698. Was it because the landlord failed to let them to any tenants?—Yes, the rent was too high.

1699. And he chose to keep them himself?—Yes.

1700. You say also that there are more owners farming their own land now than formerly. Does that apply to large farmers or small farmers?—It varies. Some are small farmers as well.

1701. Do you know of any instances where small farmers have bought their holdings?—No, not small farmers. I know an instance where the large farmers have done so.

1702. Have they sufficient capital to pay for it?—No, not all of them. Some of them had.

1703. What do you think prompted them to buy the farms?—Owing to their families having been there some hundred years, and so on, and they do not like to go from them, and the fear of making any improvement, they were not encouraged to do so, and the fear of being turned out.

1704. Does the custom of tenant-right down in the Vale of Glamorgan extend to your district?—Yes, it does.

Mr. *J. M. Griffiths.*

1705. Do the mountain farmers find it hard to pay their rents?—They do.

1706. Do the children generally stop at home working on the farm?—They do, and they go from home when they cannot get more money, and they assist their parents by doing so better than keeping them at home.

1707. These young people who go into the towns, such as drapers and ironmongers' assistants, you say send home money to the parents to assist to pay the rent?—Yes, they do.

1708. Could you furnish any instances in which that has been done?—I could.

1709. Is that frequently done?—No, not frequently, going away like clerks and so on, but frequently going to work.

Mr. *Brynmor Jones.*

1710. Did you mention the name of the manor as to the common of which you gave evidence?—It is Hirwaun Common.

1711. That is Hirwaun, near Aberdare?—Yes.

1712. Was there a manor of Hirwaun?—Well, the Marquis of Bute is the lord of the manor.

1713. Was it he who prompted the Enclosure Act?—I cannot say for certain.

1714. To where did the waste of this manor extend. Was it in the valleys, the low lands, or the high lands?—In the high lands.

1715. So that the waste enclosed under this Act was a strip of the territory at the top of the hills?—No, the lower part of the hills in the valley.

1716. That before was regular waste land, unenclosed?—Yes.

1717. Although it was in the valley?—Yes; reckoning from the mountain it is in the valley, it is flat land.

1718. But with the hills rising each side of it?—No, only one side of it.

1719. What is the condition of the land say at the top of the hills there. Is that enclosed, and does that form part of the different farms in the district?—It has not been closed in, but the Marquis of Bute is the owner of that, and he rents it out to the farmers for sheep walk.

1720. For pasturage purposes?—Yes.

1721. Do you know anything of the term "ysfa"?—Yes, we call it "rhysfa."

1722. What do you mean by that?—As much land as one farmer has to keep his sheep or cattle on, or whatever it is.

1723. That is generally on what is called the table land of the mountain?—The mountain land.

1724. In this case that you are thinking of, are the farms all round the mountain on the slope of the hills?—Not on the slope of the hills; on the level ground.

1725. Are the holdings that are taken by the tenants on the slope of the mountain?—Yes, some of them.

1726. Have they a right of turning out their sheep on the mountain land above?—No, it belongs to another farmer or another tenant.

1727. You do not seem to follow the point I am putting to you?—I think I do.

1728. What do you say about it?—You asked me if they had a right to send to the mountain from the farms adjoining. This common has been allotted between different landlords, and now some of the landlords go up as far as the bottom of the mountain. Some farms belong to another landlord.

1729. You have told me that the waste of this manor of Hirwaun was on the land below?—The waste of the manor?

1730. Yes?—But the waste of the manor had been let out and closed in.

1731. I was asking you whether on the top of the hill there was any waste unenclosed land still?—Yes, unenclosed.

1732. It is all unenclosed and appropriated?—Yes.

Mr. *Brynmor Jones*—continued.

1733. What is done with the land so enclosed and appropriated?—It is let out to tenant farmers.

1734. For ordinary farming purposes?—For sheep, what we call "rhysfa."

1735. They pay a rent to the Marquis of Bute for that?—Yes.

Lord *Kenyon.*

1736. Can you give me any information about labourers?—Yes.

1737. Are the houses good in your district?—Some good and some poor. Some have gone down to ruin.

1738. Those inhabited now?—Some of them are good now.

1739. How would you describe a good cottage now?—Say, three bedrooms.

1740. That would be a good cottage, I think. Are there any left with only one room?—Yes, there are.

1741. Many?—Twenty, perhaps.

1742. With only one bedroom?—Yes.

1743. You said it was difficult to get allotments just now. Is there any demand for allotments in your part of the world?—No, not at present. The demand has been, and they could not get it.

1744. Have they gardens to their cottages?—Yes, generally.

1745. Sufficient to supply their own wants or more than sufficient?—Some are more than sufficient and others not.

1746. Would you tell me who is the landlord of these six farms that you say were uncultivated, and which I take it the owner has taken to farm himself?—One Mr. Vaughan.

1747. He owns the six farms?—Yes, he holds the whole six.

1748. And he now farms those farms himself?—Yes.

Chairman.

1749. There is a question sent in by Mr. Hall: to what age do children work on farms without receiving wages?—They work to 20 years of age, perhaps.

1750. As late in life as that?—Yes.

1751. Mr. Vincent asks two questions: first, on what estates in this district do you say that there have been no permanent reductions?—Do you mean to mention the landlord?

1752. Yes?—The Marquis of Bute and another, De Winton, of Maesllwch.

1753. Any more?—No, I cannot recollect any now.

1754. Are there any small freeholders. Do you know of any small freeholders who own their land?—Yes.

1755. Do you consider that they are better or worse off than tenant farmers?—Some I do think are worse off.

Lord *Kenyon.*

1756. You say that the children work up to 20 years without wages, but do the parents provide for them in the future, and would not that be considered in lieu of wages?—The fathers or parents may not be able to do so.

1757. You think they may not be able to do so?—A great many of them.

1758. You do not know of cases in which a farmer has set up his son in another farm?—No.

1759. No case at all?—No.

1760. Or in business?—Yes, some in business.

1761. Do the sons when they are of sufficient age go to the works?—Yes, they do.

Chairman.

1762. There is another question sent in by Mr. Vincent: have the Marquis of Bute's rents been raised within the last 50 years?—They have.

The witness withdrew.

Mr. *D. T. Alexander*: Might I take this opportunity of saying that I could give you information in connexion with some property which was disposed of by Lord Bute in the district of Cowbridge, which was spoken to yesterday by Mr. John. I simply ask if it is a convenient time, as the auctioneer who conducted that sale, to state that I have in my possession the documents in connexion with that sale; and I should like to say a word or two which may perhaps be the means of removing a misconception which was created in the minds of the gentlemen who were present yesterday, if such a misconception did exist. I am quite in the hands of the Commissioners. I can only say, as you have been good enough to invite me to give evidence, my services are at your disposal at a later date, and if you think I should give this evidence now, I should be quite ready to do it. I think, with regard to the evidence of the late Mayor of Cowbridge, for whom I have the highest esteem, he was under a misapprehension with regard to some of the statements he made; and, as that has gone into the public press, I think I ought to state at once what were the facts connected with that sale. On the other hand, I am in the hands of the Commissioners.

Chairman.

I understand you wish to give evidence on one particular point on which you have personal knowledge, and you intend to confine yourself entirely to that point.

Mr. *D. T. Alexander*: That is so.

Mr. *Edward John*: If there is a statement made, I hope I shall have the same opportunity given to me for replying.

Chairman.

You can send up any questions you like to the Chairman, and they will be put through the Chairman.

Mr. *E. John*: I am obliged to you. I should like either to make a statement or send in the questions.

Chairman.

That the Commissioners will decide when the time comes, but so far as I am concerned, I can only allow questions to be put in the regular way.

Mr. *D. T. Alexander*: I can say in a few words what I have to say.

Mr. D. T. Alexander called and examined.

Chairman.

1763. I believe you are an auctioneer?—Yes.

1764. You live in Cardiff?—That is so.

1765. You are of the firm of Stevenson and Alexander, auctioneers, surveyors, and land agents?—That is so.

1766. You want to make a statement with regard to one particular point?—I see in the report of Mr. John's evidence, yesterday, that he says, in examination by Mr. Brynmor Jones:—"The squatters had fenced in portions of such "waste lands, and the chief rent was paid to "the lord of the manor, the Marquis of Bute, or "to his agent, Mr. Corbett. After these people "had built upon this waste land and enclosed "it, and paid rent to the agent, the enclosures "were sold, and they were turned out."

1767. What is that paper you are reading from?—I am reading from a paper Mr. John puts into my hands, the "South Wales Daily News"; it is the paper Mr. John gave me, and it is a recognised paper in the district. I think the "Western Mail" report is much the same. I have taken the version which appears in the paper he handed to me. What I want to say with reference to the sale is this, that these properties were not advertised as copyhold or customhold properties, but they were advertised as absolutely Lord Bute's freeholds. What I want further to say is this, that I think it is only fair towards Lord Bute to say, that my instructions were these before that sale took place; that every individual person who was in occupation of these lands was first to be offered the opportunity of purchasing at a nominal price, before they were put into the market to be sold in a public way. I think it is fair to Lord Bute that that statement should be made. I want further to say, that out of 60 lots which were for sale by auction, I think safely I may venture to say that more than half of those were purchased before we went into the auction room at a nominal sum by private contract by the occupiers, the tenants in possession. My instructions from Lord Bute were not to put any excessive price upon these properties, but to put some nominal consideration, and to accept whatever was fair and reasonable.

Professor *Rhŷs.*

1768. What was the nominal price?—In respect of the rent paid. For instance, the rents are stated here to have been chief rents. My instructions were that they were absolute rents and not chief rents. But so far was Lord Bute anxious that these people should retain their

Professor *Rhŷs*—continued.

holdings that my instructions were to receive anything fair in consideration of the properties which had to be sold.

1769. Will you give us an instance which we can judge by?—Yes, I sold to the tenant of Llanmaes a garden near the Blacksmith Arms containing one rood. He gave me 1*l.* for it.

Mr. *Grove.*

1770. No building upon it?—No building upon it. I sold a garden at Llanmaes—two pieces, one two roods and another 31 roods—for 50*l.* to the tenant.

1771. That varies from 1*l.* to 50*l.*?—Yes; and in some cases probably more. The total amount of the sale came to 1,500*l.* There were 60 lots, so that it is easy enough to strike an average.

Mr. *Brynmor Jones.*

1772. Sixty houses?—No, very few houses.

1773. How many, because that is the gist of the whole thing?—There appears to have been 18 cottages. That is all I have to say.

1774. Eighteen cottages built upon small plots of land?—Yes, with land.

1775. I understand you to assent to the statement of Mr. John that the persons who were in possession, or who had recently been in possession, at the time of this sale, had built these cottages at their own expense?—Oh, no; I am not able to prove that.

1776. Do you assent to it?—I know nothing of that.

1777. I thought you came to disprove Mr. John's statement?—What I came to say was this. That I thought it was fair towards Lord Bute that the statement should be made that in every individual case these persons were offered the opportunity of purchasing the holdings before they went into the auction. That is all.

1778. Why should he offer property at a nominal sum if there were no peculiarity about it?—It is a matter for Lord Bute, not for me.

1779. You are not authorised by Lord Bute or his agent to come here and make this statement?—Undoubtedly not; I do it perfectly independently.

1780. So far as Mr. John's evidence goes, stating that these cottages had been built at the expense of these persons, you are not able to contradict or affirm it?—Undoubtedly not.

1781. And so far as your evidence goes there is some confirmation, is there not, in the fact

Mr. *Brynmor Jones*—continued.

that you were able to sell at a nominal sum to the occupier?—You may take it in what way you like with regard to confirmation. That is a matter for individual opinion.

1782. A large part of your evidence is individual evidence?—Exactly.

1783. How many of these cottages were bought by the occupiers?—Well, as near as I could judge without going through those particulars, more than half of them.

1784. At sums of 1*l*, and upwards?—Yes.

1785. You said something about absolute rent. What is this distinction between absolute and chief rent in your mind?—I understood these rents were being paid by these people in return to Lord Bute as freehold, and not as customary-hold or copyhold property.

1786. That they were ordinary tenants?—Yes, ordinary tenants.

1787. Mr. John's evidence goes to show that they were very extraordinary tenants; that seems to be the point?—I am unable to disprove that—extraordinary tenants in what way?

1788. That without any agreement having been come to with reference to building or building lease they had, as I understood it, trespassing upon waste, built their cottages?—Yes; possibly.

1789. And remained in possession some years?—Possibly.

1790. But they had to attorn, so far as they could attorn, to the Marquis of Bute by paying a small sum?—Yes; they had the opportunity of becoming purchasers.

1791. Then you mean it was not a rack rent when you say it was not an absolute rent?—So I understood it to be. It would appear to me from that statement in the papers as though Lord Bute had been selling really what did not belong to him.

1792. I did not understand that at all?—That was the impression created in my mind.

1793. So far as your evidence goes it rather tends to confirm the suggestion of Mr. John?—That is a matter for opinion.

Mr. *Grove.*

1794. In what way did you communicate with the tenants of these plots so as to give them the opportunity of purchase?—I sent a special notice round, and then I may tell you on the morning of the sale they came there, a large number, and settled before we went into the auction room. There were a considerable number who did not settle, and they went and took their chance in the regular way.

Sir *John Llewelyn.*

1795. I want to see whether your instructions were to sell this property as ordinary property?—It is advertised as freehold property—here is the advertisement—it is sold as 70 lots of freehold land.

Sir *J. Llewelyn*—continued.

1796. At the sale were any challenges raised as to ownership?—Yes, they were raised at the sale. I assumed that if the title had not been perfect the purchaser, under the usual conditions, would not have taken them.

Chairman.

1797. The following questions have been handed in, and they are all questions from Mr. John. Why were certain lots withdrawn?—Because they had been bought previously by private contract.

1798. If these waste lands were Lord Bute's freehold, how is it that he did not own the adjoining land?—That I cannot answer, and do not pretend to answer. I cannot possibly answer that.

1799. Why did Lord Bute, in one instance, pay compensation rather than dispute ownership?—That I do not know. Lord Bute must answer for himself; I cannot answer for Lord Bute.

Mr. *Brynmor Jones.*

Well, I do not know. I think you should. You volunteered.

Chairman.

1800. There is another question. Does Mr. Alexander admit that Lord Bute sold houses for his own benefit on which he had not expended any capital himself?—That I cannot answer. I do not know whether he had or not.

1801. Are the papers shown by Mr. Alexander a proof of Lord Bute's ownership, and is there a proof of this waste land being hereditary property?—Well, the answer to that is that the Commission must determine and not Mr. Alexander.

Mr. *Grove.*

1802. You say that some of the lots you think were not sold at the sale because they had been previously sold. Do you give that answer?—Yes.

1803. Were not some lots withdrawn at the sale because the question of title was raised or some dispute as to title?—I do not think there was a single dispute at the sale. I think every one was sold. No, I am wrong. Here is a lot withdrawn at 66*l*. It was a cottage and brewer's house at Sigginstone; it probably did not fetch as much money under the circumstances as they thought a place of this kind may have been worth. I want to say, as I have received a cordial invitation to give evidence generally, I shall be pleased to place myself at your disposal when you require me.

Mr. *Edward John*: I may say, my Lord, I shall be able to substantiate any evidence that I have given.

Mr. David David called and examined through an interpreter.

Chairman.

1804. You are a tenant farmer and live near Pontypridd?—Yes, at Ty Maen, three miles below Pontypridd.

1805. What district do you give evidence for?—Eglwysilan parish.

1806. Have you valued many farms in this district for in and out tenants?—Yes, many.

1807. Is there any demand for leases?—I do not know of any. The price of cattle and corn is too low, therefore there is no demand for leases.

1808. Could the Vale of Glamorgan custom be improved by making the valuation include all tenants' improvements?—No doubt it would be an improvement.

1809. Have any tenants failed to your knowledge, and if so, why?—They have failed because the rents are too high, rates and taxes too high, and the price of labour too high.

1810. How are farms generally let?—By an agreement between the tenant and the owner.

1811. Are they generally let to the highest bidder?—Yes, if the landlord is not a good one.

1812. Are farmers reluctant to lose their holdings, and do they struggle very hard to keep them?—Yes, they do.

1813. Have rents risen during the last 30 years?—Yes, they have risen and gone down, and they have risen again.

1814. Are tenants generally taxed on their improvements, is the rent raised on their improvements?—That depends upon who the agent is. When the agent dies, the agent who succeeds him is very apt to make the place pay better than the preceding one, and consequently he takes advantage of the improvements made upon the land by the tenant.

1815. Have you known of any permanent reductions of rent?—No, not permanent.

1816. Any temporary abatements?—Yes, there was 10 per cent. from our own landlord at the beginning of this month, and we are much obliged to him for it.

1817. Is the increase in rates paid by the tenant or by the landlord?—By the tenant, if the rent goes up the rates and taxes will go up.

1818. And they are paid by the tenant?—Yes.

1819. What sort of land is it in your district?—Middling ground throughout the district. The district is eight miles long and six miles wide, and there are upon it over 18,000 inhabitants.

1820. Is any land going out of cultivation or going down in value?—Yes, much.

1821. Are there any farms unlet?—I do not know of any.

1822. Do you know anything about the enclosure of mountain land?—Yes, I know there is a piece within a short distance of this town enclosed mountain land.

1823. What is your opinion about railway rates?—I cannot complain much about the railway, for I never travel by it.

Chairman—continued.

1824. Do the farmers' wives and children work on the land?—Yes, otherwise the farmer could never pay for his land.

1825. Have you ever known children up to the age of 35 years receiving no wages?—Yes, scores. They have had only food and clothing and a shilling in their pockets now and then.

1826. May we take it that labour is insufficient in your district?—Only old people stay behind. The young people go to the work districts, receiving more wages and having fewer hours for their labour.

1827. What sort of labourers' cottage accommodation is there in the district?—The next district to where we live there are but very few of them, there are a great many in the district.

[*From this point the witness was examined in English.*]

1828. I can ask you in English what remedy do you suggest for this state of things?—According to the present time the only place I could look for it is from the landlord. The taxes are going up, workmen are going up, and in the face of depression so much as it is, I think we have no other place to go to but the landlord for a reduction in rent.

1829. This is a question handed in by Mr. Hall, is it your opinion that given fairness of rent and security of tenure, more capital and more industry would be employed by the tenant in the farming of his holding?—Yes, I believe so, because they would have a little more money to put out.

Lord *Kenyon.*

1830. You said you knew a number of tenants who had failed. Can you give any instances?—Not so very many, but there are in our district tenants who have failed—who could not pay the rent; it was too high.

1831. Not from bad farming?—Well, perhaps a little bad farming as well.

Mr. *Brynmor Jones.*

1832. One question about mountain land, if you please. Have you anything particular you would like to tell us about that as to the effect of the enclosure?—No. There is another from our district who will give evidence on upland farming. That is Mr. Thomas Williams.

1833. Perhaps you can tell me this: When the enclosure took place was there any part set aside for recreation ground, say?—A few acres here by the town.

1834. How many?—I cannot say how many, perhaps four or five.

1835. How far from town?—About a mile.

1836. Is it used by the people of the town?—It is.

1837. That is vested in some trustees?—Well, I believe so.

Mr. *Brynmor Jones*—continued.

1838. Somebody manages it?—Yes, some one from down here; but I do not know who.

1839. It is in fact used by the people?—Yes, it is.

1840. Was any part set aside for allotments for labourers?—Not that I know of.

1841. How are the labourers off in this district you speak of, Eglwysilan?—They are pretty fair I think. We are obliged to pay them good money and then they can live well.

1842. What money do you pay the hired labourers outside generally?—From 15*s.* to 18*s.* a week.

1843. What do they pay for their cottages generally?—They do not live in a cottage belonging to the farm. There are only two little cottages belonging to my farm, and I cannot say much about others.

1844. The people who live on your farm pay you the rent for that?—Yes.

1845. That is included in your holding?—Yes.

1846. How many rooms are there?—Two rooms downstairs in one and two in another, and one cottage is very poor on our farm. I hope the college will mend the one going out of condition

1847. This is a college farm, is it?—Yes.

Mr. *Griffiths.*

1848. Are there any provisions made by the landlord for laying down the land in grass?—No, we hope there will be more of it, because I have put fields down these six years ago. When the turn came in the corn to go so low, I put it to grass ground, but it will take 20 years to pay for its own self. I manured it well; that is a great advantage. I carried from Pontypridd in the year before 400 tons of dung, and I am in a very bad position. If the agent dies, and the college send another agent, he will be sure to rise my farm on my own improvement.

1849. You do not tell us how these 18,000 people are supported?—Over 18,000 in that district.

1850. How are they supported. They do not live on the farms?—Dear me, no—coal works, and the water—sour water—running from the coal works in our district, ruin the ground and it makes the ground poor through it, and makes a mess of it because it is the Rhondda coalfield. I hope the landlord will get very rich at some time from having the coal, and then, perhaps, he will do something for us.

Mr. *Richard Jones.*

1851. What is the character of the farming in your district?—Some low land and some up land.

1852. Do you rear stock, or go in for dairy or tillage, or what?—A little of both—try to keep as many as I can, rearing some, milking some, and with sheep again I try to do my best to get money to pay my landlord and pay my way.

1853. Where the population is so thick one would think that they would require a good deal in the shape of butter and milk and bacon.

Mr. *R. Jones*—continued.

Now, do you try as farmers to turn your attention to those profitable branches of farming?—I have not seen these five years any profits for anything I have tried.

1854. Have you tried to rear pigs?—Yes, and they pay very well at the present time, but in a twelvemonth they will not be good enough to look at.

1855. You ought to be able to accommodate yourself to circumstances; breed when it is good time, and do not breed but take up something else at another time?—If you do not keep breeding all the time you are sure to miss some good time.

1856. Is the herbage suitable for dairy purposes?—You cannot see it better about here. There is not a patch of good ground in my district. We get a middling good grass and good hay, only you must carry plenty of good manure to it. It is all sand and gravel.

1857. How are you off for water?—Plenty of water.

1858. That is necessary for getting butter and cheese?—You cannot make butter or cheese with water.

Mr. *Grove.*

1859. One question about railway rates. You said you did not know much about railways. Have you ever sent any stock or any of the produce of the farm by railway?—I travel myself now and then. The canal comes by our side, if we want to send to Cardiff, Pontypridd, and Merthyr, and that is cheaper than the railway and we take little trouble about the railway.

1860. Do you think that the high railway rates in the district are damaging to the interests of farming?—I cannot say much about it.

Professor *Rhŷs.*

1861. Were you born at Tymaen?—Yes.

1862. Your ancestors had been there before you?—I asked Mr. Edward David, of Llandaff, when he was alive and agent, if he could make out how many years the family were in Tymaen, and he said, "I will look into it and let you know." About a couple of months after I was going to him on business, and I asked him if he ever did find out anything, and he said, "No——." "I know that it is over 300 years. I "believe it is nearer 400 than 300, according to "what I heard my father say." He said, "I can- "not say; there are no books keeping an "account of how long the family were in the "farm."

1863. You and your ancestors have occupied the farm for about 400 years?—I believe, near it, and you must have a good landlord before the family would stand there so long under it, and get their bread and cheese. (*The witness turning to the Chairman.*) That is my master who is asking me these questions.

Chairman.

1864. There is a question put in by Mr. Hall. I do not know whether you will be able to answer this question, but is the recreation

Chairman—continued.

ground enclosed for Pontypridd now quarried by the lord of the manor?—It is. There are three quarries there on the recreation ground.

2026.

1865. It is now being quarried?—Yes.

Mr. *Brynmor Jones.*

1866. Is there any explanation of this quarrying upon this land allotted for recreation?—I believe, because Lord Bute receives some money for it.

1867. You mean for the quarrying?—Yes.

Mr. *Brynmor Jones*—continued.

1868. Do not those who are concerned in the maintenance of the recreation ground, the trustees, or the churchwardens, or overseers, or whoever they are, intervene. How is it they do not intervene?—I cannot tell you what is the reason of it. (*The question was interpreted to witness.*) Because they are more simple than they ought to be. I think that with the benefit Lord Bute received from the quarries, the trustees or the managers do not like to interfere, because he is a landlord and a big man in our country.

The witness withdrew.

Mr. Thomas Jenkins called and examined.

Chairman.

1869. You are a tenant farmer?—Yes.

1870. And you have been selected by the farmers of your district to give evidence for the eastern district of Glamorgan?—Yes.

1871. Where do you live?—At Wernydomen Farm, near Caerphilly.

1872. Are you well acquainted with the district?—Yes.

1873. Do you consider that there is a demand for leases?—No, because people do not like to be fixed in farms that do not pay.

1874. Are changes in tenancy more frequent?—I could not say that changes in tenancy are much more frequent, but they will very likely be in the course of a very short time.

1875. If the depression continues?—Yes.

1876. Are there any small grievances in the district that you are aware of; any difficulties between landlords and tenants. Tell us anything that comes within your practical knowledge?—Well, a case was brought under my notice a few days ago of a widow having been served with notice on the 2nd of February last to deliver up a field on or before the 2nd February 1894. The field has been taken possession of by the landlord before the expiration of the notice, and a house is being built there. The widow had hauled 25 loads of manure to the field last winter. The agent told her she might possibly get 1*l.* as compensation, when, according to our custom, there is over 4*l.* due to her for manure alone. Undue advantage has been taken of the widow, who has asked me to see to her claim and interest in the matter.

1877. Under the custom there is 4*l.* due?—Yes.

1878. Why is that 4*l.* not enforced?—It will be enforced.

1879. Why did the widow not get the 4*l.* if the 4*l.* was due?—Her claim is equally good now, although possession is taken of the field; she will eventually get it.

1880. That is the only case of hardship that has come under your notice?—That is one which has come under my notice recently. All who live by agriculture have their hardships, their chief hardships are to pay their rent and meet their other liabilities.

Chairman—continued.

1881. Under the large landlords do these sort of cases occur?—No, I do not mean to say that they do; not so frequently.

1882. Can you tell me about rent. The land is let. Who generally gets it?—Well, the land is let to the best man, and the one that will give the most money for it.

1883. Whether he is the best farmer or not?—They try and ascertain whether he is a good farmer, and whether he is likely to pay them and all those things, and of course they value a good farmer better than a poor one.

1884. You think that a legitimate farmer could not afford to take land near a town, because it would be too expensive?—I do not consider land of the same value to everyone. Some people may give a little more for land than others, and it will pay them to do so. Take, for instance, the land near a town. A man who has horses and hauling near the town, if there are 20 acres to let near the town, it will pay him better to give more than a legitimate farmer for that land. For market gardening also they go to high prices near towns. No doubt they pay these people, but they would not pay the farmer to farm in that way.

1885. When you readjust rents do you generally go to arbitration?—No.

1886. In the last 30 years have rents gone up to your knowledge?—Yes. During those prosperous years rents rose considerably; but I could not say good landlords took advantage of those times.

1887. They did not take advantage of those times?—No, I do not think the best landlords did.

1888. As regards permanent reductions, have any come within your knowledge?—Very few. I may say I had a permanent reduction myself of 20 per cent.

1889. Have you had an advance?—I had a little previous advance. There were two little additions made to my farm, and there was a little extra put on to what I paid previously. Those additions increased it a little, and then I found the

Chairman—continued.

farm too dear for me, so I gave notice to my landlord, and got an abatement.

1890. What do temporary abatements run to?—10 to 15 per cent.

1891. Have previous notices been given of those abatements?—No.

1892. Have you ever known cases where rents have not been reduced until three or four tenants have failed in their holdings?—When rents are reduced under bad landlords, we require two or three, or half a dozen failures, and then the rents are reduced. I know two or three instances of the kind, where rents will not be reduced unless there are those failures.

1893. As regards charges on the land, are they generally paid by the tenant?—All charges on the land, with the exception of the landlord's income tax, are generally paid by the tenant, but there have been additional rates upon the land upon many farms since those farms have been taken by the tenant, such as school board rate. I do not suppose that a great many tenants ever agreed to pay that rate. Under those circumstances I believe that is the landlord's tax, if the tenant never agreed to pay it.

1894. As a practical man, what sort of farm do you think is the best— a small or a large farm?—I think large farms are preferable to small farms.

1895. What do you call a large farm?—A farm from 400 to 500 acres.

1896. Is there any waste land reclaimed in your neighbourhood?—There was a great deal of that done in prosperous years, but not so much now lately. Land will not pay for a lot of expense in connexion with reclaiming at the present day.

1897. There has been a lot of pasture laid down?—Yes, a lot of permanent pasture. I have laid down permanent pasture, I daresay, on 100 acres, and I have laid 10 acres the last season.

1898. Have roots decreased in the district;—Where arable land has decreased, roots must in consequence decrease, if the same rotation of crops are kept.

1899. With good landlords you think the tenants feel secure, and do a great deal more to their farms?—Yes, that is my experience. I do not think the best landlords take undue advantage. I have not experienced it.

1900. As regards the custom of Glamorganshire, do the farmers value it although they think it does not go quite far enough?—We value the customs of Glamorgan, because I believe it is preferable to either of the Agricultural Holdings Acts that we have. Under those Acts you have to give notice to the landlord of the intending improvement, and you in consequence get under the Act of 1883. Then when you get under that Act, and the tenancy is determined, it gives an opportunity for the landlord to claim dilapidations against the outgoing tenants' compensation, which leads to litigation oftentimes.

Chairman—continued.

1901. Can a tenant dispose of his interest when he goes out of a holding. Can he bring in the man he wishes?—Yes, by the consent of the landlord.

1902. Is that generally given?—Yes, it is generally given under a good landlord. I know a good many instances in which it has been done. I have not found they object.

1903. I suppose you have the same sort of evidence to give about tenant farmers and their wives that we have heard before—that they work hard, and their children are a great deal of use to them?—Yes. Farmers and their wives work very hard, and they work for nothing at the present day.

1904. And without them the farm could not be kept on?—Unless he is a practical man he cannot make anything of a living at all. It is an up-hill game altogether.

1905. Have you any remedies you would like to suggest, to make a better state of thing?—I do not know with regard to the remedies. I have a table worked out here. I find the depression is more than the rents. In that table I have taken what I consider the fair prices for the produce in this district, in times neither very prosperous nor indifferent, and then I have taken the present prices. I have worked out the per-centages upon eight items, and averaged that by dividing it by eight and I find 35¼ per cent.

1906. The average depression?—I have taken as an example a farm at 100*l.* rent. Now we all agree that a farmer at 100*l.* rent must make three rents, or in some cases four. I am obliged to make four myself. I have an expensive farm to work. My farm is over 400 acres, and I have 200*l.* rent to pay for it. In nearly all cases it cannot be done unless the tenant farmer makes three rentals.

1907. Do you mean four times the rent?—Yes, four times the rent.

1908. To live?—Yes, to live and pay my way.

1909. And have something laid by?—No, not even any per cent. on my invested capital in the farm. Well, take any fair per-centage on your investment, which I do not think you can get when you only get three rents. We think we ought to make three rents with the greatest economy, and without any expenditure in artificial food stuffs, manures, or anything of the kind. I do a great deal of that, but then I am obliged to make four rents to meet it. The next is, if we take the depression upon the three rents, it would mean 5*l.* 15*s.* more than the rent. We talk about 25 per cent from the landlord, I should like to have 50. I think we must take what we sell off the farm. It is not the rent. It is the three rents or four rents, and the depression upon the three or four rents. Take a rent of 100*l.* a year, the depression upon that rent is 105*l.* 15*s.* according to this table I have worked out.

Chairman—continued.

1910. The rent averages 100*l.* a year?—Yes, on the low land; I believe they are 15*s.* to a pound on the low land here. The average side land is from 10*s.* to 12*s.* an acre.

1911. You would like that table put in with your evidence?—It is at your disposal.

	Fair Prices.	Present Prices.	Reduction.
	s. *d.*	*s.* *d.*	
1 bus. wheat	7 6	3 0	60 per cent.
1 bus. barley	5 0	3 6	30 ,,
1 bus. oats	3 0	2 4	$22\frac{2}{9}$,,
1 lb. beef	0 8	0 6	25 ,,
1 lb. mutton	0 9	0 7	$22\frac{2}{9}$,,
1 lb. wool	1 3	0 7	$53\frac{1}{3}$,,
Cows and store cattle	—	—	40 ,,
Horses	—	—	30 ,,
		8)	$282\frac{5}{21}$,,
	Average depression		$35\frac{1}{4}$,,

Sir *John Llewelyn.*

1912. What have you to say about labour. Do you employ much labour upon your farm?—Yes, I have eight men and a boy.

1913. Have you good cottages for them?—I have five on my farm.

1914. In good repair?—Yes, fairly well. I have two new ones now lately.

1915. You find that an important element in getting good men?—Yes, I do.

1916. Have they land attached to them?—No, a good garden and place to run a pig, and a potato ground in the field. They have my horses to work it, and I give them 18*s.* a week, and they have been a great number of years with me. I have been paying as much as 1*l.* a week to the same men.

1917. Being in a colliery district you find you have a pretty good market close to your door?—I send my produce generally to Cardiff. I keep a dairy and the produce of that also is sent there, as I have a house and milk walks in Cardiff.

1918. Do I understand you have about 500 acres?—Over 400.

1919. What proportion of that is pasture land?—About 300, but a good deal of it is rough pasture and very useless land.

1920. About two-thirds?—Hardly one-quarter arable—for my own use in growing roots.

1921. Are you very near Caerphilly?—Yes.

1922. Do you make cheese?—No, I do not.

1923. You find milk most profitable?—It is not very profitable, there is a lot of loss on that. I have lost in Cardiff in the aggregate 150*l.* on milk through bad debts. There is a lot of loss to it, and the railway rates are high, they charged at one time a penny a gallon for the milk going down there.

1924. Do they charge for returned empties?—Not from Cardiff to Caerphilly.

Sir *J. Llewelyn*—continued.

1925. Was that increased?—It was increased a few months back, but they have lowered it a little. I pay over one halfpenny a gallon for that short distance even now.

Professor *Rhŷs.*

1926. You say that you do not make cheese?—I do not.

1927. Does any one in the district about Caerphilly make cheese now. It has been celebrated for its cheese, I know?—Yes, a great many make cheese there now, and I think there is a good market for it; and I think they are as well off as those selling milk, and better, perhaps, and I have been in the trade some years. Winter feeding for the cattle producing milk must be considered.

1928. You do not think that making cheese at Caerphilly is a bad business?—No, not if they can get a fair price for it.

Mr. *Grove.*

1929. What remedies would you propose to apply to improve the state of things you have mentioned. You have put in a table showing that on typical farms 100*l.* rent would lose 105*l.* 15*s.*, so that if you pay no rent at all, at the end of the year you would be 5*l.* worse than nothing. Is that right?—Yes.

1930. Clearly we cannot expect to get much help in that direction, because no landlord would let his farm for nothing at all and throw in 5*l.* 15*s.* to the bargain. Have you any suggestion to make?—I am positive of this other fact, that some 25 years ago tenant farmers could pay the present rentals better than they could if they had the farms free to-day.

1931. What does that arise from?—From the depression and foreign competition; that is the root of the evil. I could possibly name something which would be a remedy, if we got it, but I doubt very much whether we should get it.

1932. What is that?—The only remedy is protection.

1933. In the meantime, is there anything else, do you think, which could be done. Does not foreign produce come into this country and compete with our own produce to a great extent. Could we not do something by having the butter and cheese labelled, and should not the foreign meat, for instance, be labelled?—Yes, that is Lord Winchelsea's scheme. I have it in my pocket, and I read it this morning.

1934. As to taxation, do you think it possible that the burden of taxation might fairly be taken from the land and put on some other sources?—Land is made to bear more than its proper share, and I believe that personal property should be taxed. If a man has 5,000*l.* or 6,000*l.* invested in anything, he does not pay any poor rate, or rate upon it at all; he pays income tax. I cannot see why that should escape when the land has to bear the burden.

1935. Do you suggest anything else?—It would lighten our taxation very considerably if

Mr. *Grove*—continued.

the stocks and those things were taxed, ground rents and things of that sort—it would lighten the burden upon the land.

1936. Ground rents and royalties is what you mean, I suppose?—Yes.

1937. What is your idea as to a land court?—Any burdens that would be taken off the soil, of course, would be beneficial. I look at it in this way: if there was 20*l.* in taxes taken off a farm, that farm is at once of more value to the landlord by 20*l.* He cannot take advantage of advancing that rent until he finds an opportunity of doing so, and I have no hesitation in saying that bad landlords would, when they had an opportunity, take advantage of that. They would turn round and say, "You have less rates "and taxes on your farm, so that you can pay "additional rent." I do not mean to say our best landlords would take those advantages, but if we had a few flourishing years no doubt those advantages would be taken by some. The land court would be a remedy in that direction. Whether it would be wise to have a land court is another matter. We like to let our own property, and any property people have I do not know whether they would like others to manage it better than themselves, but I believe in cases where those advantages are taken, the only remedy for that state of things would be a land court.

1938. As to co-operation amongst farmers. Is there any co-operation amongst farmers, to your knowledge, for the purpose of seeds, implements, and so on?—Not that I know of.

1939. Would not co-operation be useful in somehow bringing the farmer nearer to the consumer, and so saving the profits of middlemen?—I have no doubt it could be done more than it is. Take for instance a sack of five bushels of wheat, which is sold for the miserable price of 15*s.* That is bought by a miller, and then by the shopkeeper and the baker, and when it reaches the consumer it costs him about 2*l.*

1940. You think that co-operation might in some way be beneficial?—Yes, I do.

1941. Do you think that any central depôts for the making of butter and cheese the same as in foreign countries, say Denmark, and so on, could be utilised with benefit to the farming interest generally?—Yes, I believe it could be, but that interest at present is not very flourishing, and if a great many more went into it the prices would go down.

Mr. *Richard Jones.*

1942. One of your suggestions for remedying distress is protection. What would you protect?—The agricultural interests.

1943. What do you mean by that?—Well, I do not know. The foreigner sends things here free. We have to pay rates and taxes upon our cattle and sheep, and he comes here free. It is upon the land, and it is the same as if it is upon our cattle and sheep. Why should we love the foreigner better than ourselves. Why should we sacrifice our country?

Mr. *R. Jones*—continued.

1944. Kindly specify what you would protect?—The agricultural produce that comes across here, which competes with us.

1945. Would you protect anything besides agricultural produce?—Agricultural produce only, let others protect themselves in another form if they like.

1946. Do you think you can protect one interest at the expense of all other interests?—Can they expect us to make slaves of ourselves to benefit them?

1947. Now, supposing you were protected, and also that other interests were protected. Say a duty was put upon foreign articles that came to this country. You, as a farmer, produce only one class of article, whereas as a consumer you consume several classes of articles. What would it benefit you when you only produce one thing, and have to consume so many, to have 100*l.* more for your produce when you have to pay 1,000*l.* for everything that you consume?—But it is not the same.

1948. It practically amounts to it?—I do not see that we should have to pay 1,000*l.* for that produce or anything of the kind. I look at the thing in this light. Foreign competition has been the cause of this depression. We have sacrificed our country to the foreigner. I do not see any reason why we should. We cannot live by farming as our forefathers did. Take the working classes. They are as well off as we are, and I wish them to be better off again—I say nothing against that. We cannot afford to pay for labourers on the farms. They go into the towns. There is competition and there is depression in consequence of that, but if farming paid there would be thousands of those men employed upon the farms, and they would be able in that case to get much better wages than they get now.

1949. You have to buy implements, do you not?—Yes.

1950. You have also to buy clothing?—Yes.

1951. And other articles which are produced by different manufacturers?—Yes.

1952. If the manufacturer who produces those articles advances the price of those articles, what the better are you. Of necessity you are obliged to buy them?—Those articles are made here, a good many of them, and every one of those that are sent abroad are taxed.

1953. But do you not see the producers could command their own price, because the consumers would have a restricted market. They would not go into foreign markets. Is the market restricted in foreign countries?—They have only to pay the taxes there.

1954. It would be restricted if a duty was put upon the articles sent from foreign countries to our country?—They put a tax upon them now. I do not see by our protecting ourselves that they should increase that tax. I cannot see any reason for it. The pith of the thing is this. When the depression is more than the rent, what remedies can we get other than the landlord. I would go in for any remedy. I do not see we can get any remedy from the landlord, unless he

Mr. *R. Jones*—continued.

gave us the whole rent and 5*l.* 15*s.* in addition to the rent.

1955. Do you use Indian corn?—Yes, sometimes.

1956. Why do you do it?—I like to take any benefit I can from what they send here.

1957. You want to buy in the cheapest market?—Yes, I do.

Mr. *Griffiths.*

1958. You told me just now that the tenant farmers and their wives work hard on the farms?—Yes; I have always worked hard myself.

1959. They do not work many hours, do they?—There are no people work such hours as farmers and their wives. I am working now every day when I am home. I am never a minute idle, and if I did not do it, I should not be able to pay my rent.

1960. How long do they work?—In the summer time from about 5 in the morning to 9 in the evening, and sometimes to 10 or 11, if we have a field we want to finish very badly.

1961. Can you give us the amount of increase in your wages bill or labour account?—The increase in my wages bill would be something equal to 40 per cent.; the last 30 years wages have gone up 40 per cent.

Mr. *Brynmor Jones.*

1962. You have drawn rather a depressing picture of the agricultural industry near Caerphilly?—I have.

1963. Are you farming at a loss yourself now?—I do not say I am farming at a considerable loss, but, unless I used all my energies and did my best in every possible way, I should be farming at a loss. I am not making money now. Another thing, I should not be able to provide for my children like my father did in prosperous times provide for me.

1964. That amounts to this, that paying the rent you do and doing your best, you are not able to get such a per-centage of profit from the business you carry on as enables you to put by a fair proportion each year?—We cannot get any per-centage—and giving our labour—upon our invested capital. We get our bare living only.

1965. If you saw your way to go into a business in which you would get a somewhat higher per-centage, you would leave the farming business and go into that?—If I was paid my full compensation to-morrow, I would risk it and go out.

1966. You say farming is a very poor business now?—In the best of times it has never been a money making pursuit.

1967. And one remedy is, you think, putting a protective duty upon foreign corn and upon foreign meat?—We must go somewhere to try and get remedies when we are in these straits.

1968. Supposing a remedy is not available; supposing that the majority of the people

Mr. *Brynmor Jones*—continued.

are against you on that?—No doubt, that would be the case.

1969. What other remedy do you suggest?—What I have suggested is lowering the rents, and taxation. We have nothing else to depend upon.

1970. Then you advocate alteration in the incidents of taxation, and the general lowering of rents?—Yes.

1971. But have you heard it stated by other witnesses here to-day that when a farm gets vacant there are always plenty of applicants for it?—Yes.

1972. Is that so?—Oh, yes.

1973. On what principle would you justify the lowering of the rents?—There is a great deal of difficulty about that. You cannot possibly do that here in Wales, for the reason the competition is so keen for land with others than farmers. People living in towns go four or five miles out of town; they are obliged to pay high rents in town, and they will get a farm, and possibly a good house, for the rent they paid in the town. They compete with the legitimate farmer for those places, and they can pay more, because they make their money more easily in the towns than we do.

1974. How would you suggest that the landlord, in order to keep up this business of yours, should lower the rents?—The landlords say our interests are one. Here is Lord Winchelsea's scheme. He says, the tenant farmer's and the landlord's interests are one. If our interests are one the landlord upon those grounds should share the loss with the tenant.

1975. You say to your landlord, "I, Thomas Jenkins, want you to take less rent." The landlord says, "No, indeed, Thomas Jenkins; I will "not, because I can get a higher rent from some-"body else"?—That is our difficulty, and I hope you, Mr. Brynmor Jones, will help us out of the fog.

1976. I want you to suggest what you think will be right?—I have only to fight my own battle, and, so far, I think I have succeeded fairly well.

1977. You are not fighting any battle with me?—I mean with my landlord.

1978. Do you suggest legislation for that purpose, the compulsory lowering of rents?—Well, I do not know what to say about it, I am sure.

1979. You spoke a good deal about good landlords and bad landlords, which would you say are the most frequent in this district, good or bad landlords. Are there plenty of good landlords, do you think?—No, very few. The bad landlords are more numerous than the good ones. There are very few good ones indeed. Lord Windsor, Lord Tredegar, and the Marquess of Bute, I consider good landlords, and there are other good ones.

1980. There are some good landlords?—Yes, I admit that.

1981. You say you like large farms, up to 400 and 500 acres?—Yes.

Mr. *Brynmor Jones*—continued.

1982. They take a great deal of capital?—Yes, but you generally get them cheaper.

1983. Do you think there are men with that amount of capital willing to go into the farming business now, seeing things are so bad?—I do not know. If those in the business could get out of it satisfactorily, I hardly think they would go in for it a second time.

1984. Would not a lot of those large farms go out of cultivation from lack of applicants?—The large farms are taken up, but they are not so very numerous.

1985. And you have always a better chance of making a good bargain with your landlord for a large farm than a small one?—I think it pays a landlord to take a smaller rent. Take a farm of 400 or 500 acres. Now that is as one farm, and we will say on the other hand that that farm is let to four or five tenants. There are four or five houses to be kept, and they always say that a house is a thief, whereas on the other hand only one house would be required.

1986. What I was thinking of was this. Is it not better for the land to support as many farmers as it can, instead of their all being concentrated on one big farm?—I do not dispute that.

1987. Is it not better for the 400 acres to support four families?—I do not dispute that point.

Mr. *Brynmor Jones*—continued.

1988. You said something about competition, and you said you thought good landlords would look to the man himself, and see whether he was a good farmer and had capital. Which do you think weighs with the landlord most, the high rent or the good farmer?—I daresay it balances, the good farmer and the higher rent, I do not know which he is tempted the most to take.

1989. Which is the most profitable to him in the long run?—Well, the small rent that he is sure to have.

Chairman.

1990. There are two questions handed in by Mr. Hall. He asks me to ask you, ought land to pay to the landlord more rent than what it can yield after duly reimbursing the farmer for money and time expended?—In that case the landlord must pay 5*l.* 15*s.* for every 100*l.* rent.

1991. There is another question he wants me to ask. If rents were fair and secure, would the tenants spend more in cultivation and in their own interests and would they give greater attentions to a farm than is done under present rents and uncertainty of tenure?—No doubt if farming paid, greater attention and more capital would be put into the soil. As it is at present neither will be done.

The witness withdrew.

Mr. THOMAS WILLIAMS called and examined.

Chairman.

1992. Where do you live?—Hendre Farm, in the parish of Eglwysilan.

1993. You are an upland farmer?—I am.

1994. You know the position of upland farms in your district?—Yes.

1995. I think we need say very little about the Glamorgan custom, which has been very fully gone into, so will you therefore make what statement you desire to submit to us?—Yes. The upland farmers depend mostly on sheep and store cattle, hence the present agricultural depression affects them so seriously. Most of these farms contain only a small proportion of fairly good pasture fields, and in almost every instance these fields are kept for hay. Outside these few fields there is no land belonging to the holdings that will fatten the stock. Therefore the upland farmers are obliged to sell their cattle, and most of their sheep, as storers. Although beef and mutton have been very low in price for many years, yet the store stock have been much lower in comparison. To show the position of the upland farmers, I shall take the average prices for store stock for the 10 years previous to 1890, and compare them with present prices. To make certain of being accurate, I will state my own case. On my own holding, the following stock are drawn for sale annually:—

Chairman—continued.

—	1880–90.		1892–93.	
	£ s. d.	per head. £ s. d.	£ s. d.	per head. £ s. d.
2 three-year old steers.	28 0 0	14 0 0	16 0 0	8 0 0
2 barren cows -	20 0 0	10 0 0	12 0 0	6 0 0
25 three-year old wethers.	30 0 0	1 4 0	20 0 0	0 16 0
25 ewes - -	25 0 0	1 0 0	16 3 0	0 13 0
		per lb.		per lb.
150 fl. wool, 2 lb. each.	15 0 0	0 1 0	8 2 6	0 0 6¼
	118 0 0		72 5 6	

Total for average stock sold in 1880-90=118*l.*
Total for average stock sold in 1892-93=72*l.* 5*s.* 6*d.*

The above table shows that the depression in prices in 1892–93 has affected my pocket to the tune of 45*l.* 14*s.* 6*d.* Cheese and butter have not come under the depression so much as stock, but the upland farmer cannot produce a good quantity of either. The high climate and the inferior grazing land are all against a good yield of milk, two gallons a day per cow is the average yield on an upland farm for the best four months of the year. The winter sets in in the first week in November, and the cows must be kept in until the middle of May. The upland farmer cannot turn to dairy farming for any good result. The majority of these holdings are too far from the centres of popu-

Chairman—continued.

lation to retail the milk, and as for selling the milk to a milk vendor, the price is only 7½*d.* to 8*d.* a gallon. The want of good roads to most of the upland farms is a source of great inconvenience and loss. If the upland farmer wanted to try his hand on dairy farming, very few of the holdings contain proper buildings to carry on the business according to the various Acts relating to the milk trade. As to the question of roads, the upland farmer has to pay his full share towards them; and in return for his money, he has the consolation of climbing to his homestead over steep and rough parish roads, roads that our town neighbours would be afraid to break their necks in riding or driving over them. Sanitary rates again. The collector finds us half yearly without fail, but so far as we are benefited by the sanitary authority, it can be included in three letters, nil. Many a farmhouse and farm building is outside the pale of sanitary conditions or arrangement, except plenty of ventilation. I know of farmhouses in worse condition than many in towns condemned as uninhabitable. I know of some farmhouses with only two bedrooms for the use of husband and wife, grown-up boys, and servant girl, and further, I know of one farmhouse with only one bedroom for a whole family. The upland farmer is greatly inconvenienced with the scarcity of outbuildings, no extra building to put in some extra stock, and no place to put all the implements under roof, so that carts, &c. are wearing out in half the time that they ought to last under cover. This means a great annual loss to many an upland farmer. The excuse for this generally is, that the rent is so small, and that the landlord cannot afford plenty of buildings. This may be a good argument from the landlord's point of view, but it is a very poor one for the farmer. The best landlords in this respect in our district are Lord Windsor, Lord Bute, and Lord Tredegar. On some upland farms, the farmers have to pay for gates on the holding, or be without them, while other landlords provide their tenants with gates and posts, and some even send men to set them up.

1996. Have you any idea about a land court?—No; I have not much to say on that.

1997. Would you, individually, care for a land court?—I believe, if you could get the land court to take your grievances to, in many cases it would be very good to help us to tackle these bad landlords that we cannot get reductions in rent, no abatements and no accommodation, and no buildings from.

1998. About the upland farmer; how is your holding with regard to common lands?—In our parish most of our holdings are adjoining the common.

1999. Is that any advantage?—Well, years ago, when there was a good price for mutton and wool, it was an advantage, but at present I cannot say it is, because the price of mutton and wool has gone down so much that the sheep on the mountain do not pay.

Chairman—continued.

2000. The mountain in winter is really useless, I may take it?—Oh, useless; it will not keep a rabbit in winter. We are turning the sheep up the mountain inside the middle of May, and the feed is so bare that we do not get a good crop of hay. By the sheep grazing so late we are losing on the hayfield, and the sheep will not make up for the loss on the mountain, and that, we say, does not pay as it ought to do, and as it used to do years ago.

2001. What kind of fences do you have on the mountain?—Dry wall fences mostly.

2002. Are they mud walls?—No; built of stones, without any mortar, about five feet, or between five and six feet, high.

2003. What compensation do you get for those, according to the Glamorganshire custom?—The compensation for the wall runs, according to the custom of Glamorgan, to 14 years.

2004. Is that long enough, in your opinion?—No, I believe not. It ought to run on to 20 or 30 years, at least.

2005. Is there any compensation for draining?—That is 14 years' compensation for draining, but I believe that ought to go again about 20 or 30 years. If they are kept well I think most of them would be quite as well at 20 as at 5 or 10 years, if made middling well with stone. Perhaps, if made up with tiles, they are not quite so good.

2006. How about fixity of tenure; are they anxious for it in your district?—No; I believe they are not at the present price of agriculture.

2007. Did you say anything about a land court?—I think, if we had some court of the sort to appeal to, it would do good to tackle these bad landlords. We can get nothing out of them.

2008. We have been told that Lord Bute, Lord Windsor, and Lord Tredegar, have families on their estates who have been there for generations. Do you agree with that?—That is, probably, quite right.

2009. Is the money borrowed in many instances for the rent?—Yes, that is quite a fact.

2010. Then, as to the farmers' children, you give the same evidence as we have had before?—Yes.

2011. The children are of great value to the parents?—Yes; and they could not pay the rent if the children did not work for them for nothing, in many instances. Another thing concerning upland farmers is, about 30 years ago wool was about 1*s.* 8*d.* and 1*s.* 10*d.* a pound. I remember 30 years ago, when I was at home, the money that was made from the wool paid the rent and the taxes, but at present it will not do much more than pay the taxes.

Mr. *Grove.*

2012. What is the price now?—6½*d.* last year.

Lord *Kenyon.*

2013. Have you had losses amongst your sheep on the mountain this winter?—Not this winter.

Chairman—continued.

2014. Last winter?—A good many last winter.

2015. Do you think there is a tendency for the price of sheep to rise?—There is no sign of it now. It has been going down the last two or three years.

2016. At the present time?—I do not see any sign of a rise at present.

Mr. *Brynmor Jones.*

2017. Do you know anything about Coedpen Maen Common?—Yes.

2018. When was that enclosed?—About 25 years ago, or something of the sort. I was only down here 20 years.

2019. Do you know anything about the piece that was set apart for the recreation ground?—Yes; I know it well.

2020. Has any quarrying been done upon it?—Yes, two or three quarries.

2021. Can you give any explanation of that?—I believe the minerals belong to the lord of the manor, Lord Bute.

2022. Has any compensation been paid for the damage to the surface?—I have not been told so. There has been some agitation, I believe, with the Board of Health.

Mr. *Brynmor Jones*—continued.

Chairman.

2023. This is a question put by Mr. Vincent. Do you think the present depression in the price of stock is permanent?—A lot of this depression is caused by bad seasons and by foreign competition. If we had two or three good seasons it might alter a bit.

2024. Do you not think that last autumn the depression in the price of stock was due, largely, to the deficiency of the English hay crop, and consequently a falling off in the demand?—It was no doubt a great deal due to that. I put down the depression in stock to 40 per cent., but I believe I can put 10 per cent. of that owing to bad seasons.

2025. What we have found in the other part of the county was that there were very few English buyers coming to the various farms?—That is the case here. In fact, you could take cattle and sheep to the fair, and you would not get them to take them out of your hands for anything.

The witness withdrew.

Mr. H. S. DAVIES called and examined.

Chairman.

See 5753, 25,395, 26,800.

2026. You are an accountant and a member of the Glamorganshire County Council?—I am.

2027. Where do you live?—Pontypridd.

2028. You wish to speak about this common that was dealt with by the Enclosure Commissioners in the year 1861?—Yes.

2029. Under which there has been quarrying?—Yes.

2030. Can you tell us the acreage of the common?—The total acreage is 135 acres.

2031. Two pieces of the common were reserved to the use of the inhabitants of the district for recreation ground?—Yes.

2032. What was the acreage of it?—29a. 1r. 15p.

2033. Had the lord of the manor any right reserved?—Yes, there is a right reserved to the lord of the manor under the award to quarry for stone and minerals, but to pay compensation for a disturbance to the surface.

2034. Has anything been done in this case?—The quarrying has been done, and I believe from three to four acres of the surface destroyed, so far as recreation ground is concerned.

2035. Has it made portions of it unfit for the purpose of recreation?—It has, and dangerous.

2036. Has any request been made to him or his agent to desist from doing that?—Yes.

2037. What was the answer?—They have declined to desist, but they have paid some compensation for what damage has been done.

Chairman—continued.

2038. Are you able to state what the compensation was?—30*l.*, I believe, for three acres.

2039. There are two questions by Mr. Hall upon this. Is the compensation paid by the lord of the manor for disturbing the surface at all adequate, in your opinion?—No, my Lord. I understand that the local board, who are now the trustees of the common, applied for a piece of ground to build a hospital, some time ago, to one of the owners who had allotments under the enclosure award, and they were asked something like 1,000*l.* for half an acre not very far from this spot.

2040. How far should you say it was from this spot?—Well, it may have been half a mile, I should think.

2041. Is it the same sort of land?—The same kind of land; perhaps it is more sloping. The rise is greater on this.

2042. The other is more sloping, but the same sort of land?—Yes.

Sir *John Llewelyn.*

2043. Who is the lord of the manor?—Lord Bute.

2044. Did he give the site for an intermediate school?—No, Lord Tredegar gave the site.

Mr. *Grove.*

2045. Was the 30*l.* paid for compensation proposed to be compensation for injury to three acres of the surface?—Yes.

Re examined. 26,805.

Adjourned.

THIRD DAY.

The Guildhall, Swansea, Glamorganshire, Thursday, 25th May 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON,
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.,
MR. DAVID BRYNMOR JONES, Q.C., M.P.,
PROFESSOR RHŶS, M.A., LL.D.,
MR. JOHN MORGAN GRIFFITHS,
MR. EDWIN GROVE,
MR. RICHARD JONES,
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. D. LLEUFER THOMAS, Secretary.

Chairman.

Before we begin, as the Chairman, I should like to ask if there is any person in this room who is aware whether Lord Windsor's agent is present here to-day. While the evidence of Mr. Thomas Evans, of St. Fagans, was being given yesterday at Pontypridd, we thought it our duty to inform Lord Windsor's agent of the evidence that was being given, in order that explanation or rebutting evidence should be given at the earliest opportunity. The Secretary obeyed our directions, and communicated with the agent, Mr. Forrest, and I should like to know whether there is any gentleman representing Lord Windsor present in the room, and we would take his evidence the first thing this morning.

Mr. *Vincent*: Perhaps I might say, I have heard from Mr. Forrest, who tells me he is heavily engaged in an arbitration in London, and was actually in Ludlow yesterday when the telegram reached him, but he has asked Mr. Reece, of Cardiff, and Mr. Roper, one of his clerks, who carried out the arrangement with Mr. Thomas Evans, to attend at Swansea, on Saturday, in order, so far as possible, I suppose, to rebut the evidence given by Mr. Thomas Evans. I have telegraphed to him myself, saying that it was most important, if possible, for him to come here to-day.

Chairman.

The first evidence this morning will be given by Mr. John Jones, and his evidence also forms the basis of the examination of the Neath Valley witnesses.

Mr. JOHN JONES called and examined.

Chairman.

2046. You are a tenant farmer?—Yes.

2047. Where do you live?—Pontneath Vaughan, Vale of Neath.

2048. Who is the landlord of your farm?—Mr. Jenkin Stephen Jones, but he is dead, and his estate is in trust now.

2049. What part of the country are you able to speak to from personal knowledge?—Neath Higher.

2050. What sized district is it?—I should think it would be about 8 or 10 square miles.

2051. You are personally acquainted with many of the tenants in that district?—Yes.

2052. Is it your opinion that there is any difficulty in getting evidence round your part of the country?—Yes.

2053. For what reason?—They do not like to speak; they are afraid of the consequences; they have appointed me to come here on behalf of the committee. The tenant farmers are rather poor, and they are afraid that they will suffer in some way, either direct or indirect.

Chairman—continued.

2054. Can you tell us how the land is held?—The yearly tenancy commences the 25th of March, as a rule, in our district.

2055. What sort of conditions for tenancies are there?—Some leases and some under agreements.

2056. What sort of agreements are they?—Very oppressive, my Lord, in my opinion. The Agricultural Holdings Act is evaded and the Ground Game Act is evaded. I will hand you in an agreement.

2057. Do they introduce into the agreement clauses waiving the advantages of the Agricultural Holdings Act?—Yes, clause 18, I think, will show that.

2058. Whose agreement is this?—It is the Aberpergwm estate.

2059. Who is the tenant. Is there any objection to state his name?—I have no objection He is Henry Williams, of Brynceiliogau Farm.

Chairman—continued.

2060. On what estate?—Aberpergwm estate, belonging to Morgan Stuart Williams, Esq.

2061. Do you wish to call attention to the clauses marked?—Yes, nearly all of them, so far as that goes.

2062. No portion of the land or premises is to be underlet "without written permission from "the landlord, or his agent, under a penalty of "ten pounds per annum for the house or any "premises, each separately, and two pounds per "acre for the land. (5.) The tenant carefully "to preserve all fruit, timber, and other trees, "and saplings, and not cut, lop, or top any or "either of them. (6.) Also not to mow any "grass land two years in succession, without "well manuring between each mowing; nor "mow any land twice in the same year, except "artificial grass seeds. (7.) Also to consume "all hay, straw, clover, vetches, and roots on the "farm, and properly spread all dung and com-"post at proper seasons in such proportions "and on such parts as may be most in need of "it, under a penalty of ten shillings per cwt. "for any quantity of such sold or carried "away." Is that complained of?—Yes.

2063. "(8.) Also to keep the land free from "docks, thistles, and all other noxious weeds; "to repair the glass windows and interior of "the dwelling-house and other buildings, and "all negligent, wilful, or avoidable damage "done to the house, or other buildings, or pro-"perty on the premises; to haul all materials "gratis for any repairs." Is that complained of?—Yes, to a certain extent, and the ploughing again.

2064. "To clean out, scour, and cast the open "ditches and drains every year at the proper "season; and drive off the cleansings and "scourings to some part of the land for compost; "to keep in good order all other drains, sluice "gates, and culverts; and to keep in good and "perfect repair all fences, gates, gate posts, and "stiles, timber in the rough for gates, posts, "and stiles being assigned by the landlord, or "his agent, on application, or should the land-"lord prefer providing gate posts and gates "ready made, the tenant shall pay one shilling "each for posts, and five shillings for gates as "the cost of sawing and making them. Not to "throw the stones taken off the land into the "fences, but cart them off and spread them "on roads upon the farm, or in the fold-"yards as may be required (9.) In default of "the due and regular performance of the last-"mentioned condition, the agent of the landlord, "on inspection of the premises, shall be at "liberty at once to cause such repairs, amend-"ments, or renewals to be executed at the "expense of the tenant, and the tenant shall "repay to the landlord such sums as he may "expend in making any needful amendments "and reparations, included in such condition, "and any such expenses so incurred in carrying "out this provision, if not paid on demand, shall "be recoverable in an action at law. (10.) Also "not to plough up any meadow or pasture land,

Chairman—continued.

"which during six years preceding shall not "have been ploughed. In case of his infringing "this condition, he shall pay an additional rent "of ten pounds per annum per acre, and so on "in proportion for any greater or smaller quan-"tity broken up; such additional rent to be "payable on the half-yearly day next after "such land shall have been so broken up or "converted into tillage, and be recoverable by "distress and sale." Then 18 is also complained of?—Yes, and 13.

2065. 13 is: "The landlord also reserves all "game (including rabbits) and fish, with the "exclusive right to himself, and all persons "permitted by him, to hunt, course, shoot, fish, "or otherwise sport on the premises. The "tenant to abstain from doing so, and to warn "off all persons not having the landlord's per-"mission, who may come to the premises for "these purposes, also to prosecute all persons "trespassing, if required so to do, at the expense "of the landlord." Then 18 is: "Neither the "Agricultural Holdings (England) Act, 1875, "nor any custom of the country, shall apply to "these presents, or the tenancy hereby created"; and 19 is: "The tenant shall not cut or carry "away, or allow to be cut and carried away with "his knowledge, any timber tree under a penalty "of five pounds for each such tree, and one "pound for any smaller tree or sapling." Those are the clauses generally on that estate?—Yes, on that estate.

2066. In that agreement the advantages of the Agricultural Holdings Act and the custom of Glamorganshire are both waived?—Yes.

2067. What permanent improvements are made by the landlords?—Nothing except a few buildings—no permanent improvements to my knowledge.

2068. Is any payment made for the cartage or hauling done by the tenant?—Not to my knowledge.

2069. As regards rents, has there been a rise of rents in this district within the last 30 or 40 years to your knowledge?—Yes.

2070. What is your opinion of the rise?—It is to the extent of 10, 20, and, in some cases, close up to 80 per cent. I could cite the case of my own father; that would be 1862 or 1863. He held a farm at a rent of 25*l.* a year. He had notice to leave without any cause; he made a lot of improvements; he left without compensation, and after he left, the farm was raised to 45*l.* a year, and it is the same to-day.

2071. Who is the landlord?—Captain John William Fredericks at that time. His estate is in trust now, I believe.

2072. Are there any more instances to your knowledge?—Not to that extent. There are others who will speak, I believe, in the same district of other cases.

2073. How is rent paid?—Half yearly as a rule.

2074. We are told that rents were paid with borrowed money?—Yes, very often.

Chairman—continued.

2075. Can you explain that. Is the money borrowed for the rent from the bank?—From the neighbouring farmer or the banker, as the case may be.

2076. That is instead of selling stock or going to the barn door for it?—Yes, that is so, and stock being so low we cannot have a sale at any time.

2077. You get accommodation from the banker, and then he is repaid at your leisure?—Yes or from a neighbouring farmer that may be in a position to do so, but they are very few.

2078. One farmer would help another in that way?—Very often, but the banker as a rule.

2079. Do you know anything about the consolidation of holdings in your district?—Several.

2080. What is your opinion about that? Has it been prejudicial or beneficial to the neighbourhood?—It has not been beneficial—the reverse.

2081. Can you give us any instance on that point. Do you know anything of your own personal knowledge?—Yes, I know as many as seven or eight farms have been consolidated.

2082. What size of farms were they?—Thirty or 40, or 50 acres each, I think.

2083. That made a farm of about 400 acres?—Yes, or 700 or 800 in some cases.

Sir *John Llewelyn.*

2084. Are those Mr. Vaughan's properties up in the same districts you are speaking of now? It may be the same instance in which four or five have been thrown into one. It was up in the Rhigos district?—No, I refer to Ystradfellte. This is Mr. Vaughan's, but not Mr. Vaughan, of Rheola.

42. 2085. You are alluding to the same circumstances as we received in evidence yesterday?—In one instance.

2086. I want to point out to you that I believe you are now telling the same case as we heard of yesterday. It is not a distinct case. One of the witnesses spoke of four or five farms having been consolidated, and I believe it is the same instance you are now speaking of. He said it was Mr. Vaughan who held the farm?—Are you speaking of the parish of Ystradfellte?

2087. He did speak of that district. What is the name of the owner?—David Vaughan is the owner. The tenant is the brother.

2088. It is the same case we heard in evidence yesterday.—I do not know what you heard yesterday. I did not see the paper.

2089. The witness was speaking of the district between Hirwaun and the Breconshire frontier, and he stated there was a Mr. Vaughan, not Mr. Vaughan, of Rheola, who now held for sheep purposes what had been five or six different farms?—Yes, seven—all the buildings dilapidated.

Sir *John Llewelyn*—continued.

2090. Are you speaking of the same district and the same holding?—It is quite probable under the circumstances. If he spoke of Ystradfellte it must be the same district, but I have others as well.

Chairman.

2091. Can you give us any more instances?—Yes, take Neath Higher, Aberpergwm.

2092. On whose estate?—Mr. Williams'.

2093. What is that case?—Seven small farms. This would be 1840 or 1845. I cannot give you the exact date.

2094. Any more?—Yes. In Ystradfellte we have several farms, as much as three and four holdings together.

2095. Whose estate is that?—Different estates—small owners. Some of the owners themselves farm, as many as two, and three, and four in some cases. I have no names of the owners here, but I have of the farms. (*See list printed in Appendix.*) See 2522.

2096. Is there any land to your knowledge going out of cultivation altogether in your district?—Yes.

2097. What do you mean by going out of cultivation—having sheep put upon it?—Yes.

2098. Or being of no use to anyone?—Yes, ferns are grown now and game preserved in some instances.

2099. Does that mean that it is no use to anyone—that there is no use made of it, or that it is not cultivated?—It might be a sheep walk.

2100. It is made into a sheep run or sheep walk?—Yes.

2101. Are these farms put together for any other purpose besides putting the sheep on?—Yes, and dilapidated buildings.

2102. These farms are not what we call strictly going out of cultivation, but they are put under sheep?—Yes; and all the buildings are dilapidated. There are 15 farms quoted here, and there is not a single building on the lot.

2103. They are all tumbled down?—Yes.

2104. Now, about mountain land and common land?—I have not a great deal to say about that, but there was a lot enclosed 50 or 60 years ago. Take the parish of Ystradfellte. There were about 2,000 acres taken in.

2105. I suppose that was taken in under an Act of Parliament?—Well, I cannot say.

2106. Would the right of pasturage over mountains or commons add to the value of a farm?—Decidedly so.

2107. About game. Is there much preservation of game in the district?—Yes, in some cases, not all.

2108. There is no very great weight of game, I take it?—No.

2109. Where it is not preserved, have the farmers full liberty to kill it?—No.

Chairman—continued.

2110. But practically I suppose they do?—No, I am afraid not.

2111. Is there any complaint about trespass of gamekeepers that you have heard?—No, I cannot say there is in our immediate neighbourhood.

2112. Have game farms any damaging effect on the neighbouring farms?—No, I cannot prove that.

2113. As to the Ground Game Act, do the tenant farmers use that?—No. There is an agreement in some cases that they dare not—similar to the one I have given in.

2114. Of course you are aware that these contracts out of the Act are illegal?—I thought that agreement would be legal.

2115. I do not think so. You cannot contract yourself out of the Act?—I do not know.

2116. What is your opinion about the game laws?—I think they ought to be abolished altogether.

2117. As to the general condition, do the farmers' children work at home and receive no wages, as the farmer cannot afford to pay them?—That is so in our district.

2118. They live on the farms up to middle age?—Up to 25 and 30.

2119. Now, about the price of labour?—The labour has gone up wonderfully.

2120. On account of their being able to get better wages in the other districts?—Yes, in the collieries.

2121. Is it easy to get small plots of land for allotment?—Not in our district.

2122. That is not easy?—No.

2123. Is there any great demand for them?—Not a great demand in our immediate neighbourhood.

2124. Have you anything you would like to say as to the remedy to be applied. I suppose you are thinking that farming does not pay as well as it did in old days?—No, stock has gone down.

2125. Is there any remedy?—I should say fair rent, fixity of tenure, and a land court.

Lord *Kenyon.*

2126. You say you were appointed by a committee. Can you tell me of how many that committee consists?—Farmers from Ystradfellte, Neath Higher, and Rhigos.

2127. A great many farmers?—Yes.

2128. Do you say it is the majority of the district?—I should say it would be the feeling of the majority.

2129. With regard to the agreement you have put in, are there many applications for farms on that estate?—I cannot say for that estate. I should not think so now.

Lord *Kenyon*—continued.

2130. Are there any farms unlet on that estate?—No, none that I know of, only those taken in and consolidated by the landlord.

2131. A man taking that agreement is aware of the clauses in it. He knows the clauses in it?—Yes, possibly.

2132. Yet you say there are no farms unlet on the estate?—Not to my knowledge, except those consolidated in the hands of the landlord himself. There are no buildings whatever. There are seven or eight buildings which have gone down, and I could name a dozen.

2133. We had evidence from one man yesterday in favour of large farms. That is a matter of opinion. Some prefer large farms, and some small ones?—In this case they are in the hands of the landlord.

2134. You mean he occupies those himself?—He occupies them himself, and all the buildings are dilapidated.

2135. There was a clause relating to the sales of hay, straw, and produce of the farm. Are those clauses enforced, do you know?—I cannot speak to them.

2136. You mentioned your father's farm. I think you said the rent had risen 80 per cent.?—Yes, from 25*l.* to 45*l.*

2137. What would be the acreage of that farm?—It would be about 40 acres rough ground.

2138. How far was that from a large town?—Well, it would be eight miles from Aberdare, and about 12 from Neath.

2139. It did not become more valuable from its propinquity to a town?—No.

2140. Was there any other reason for its becoming more valuable?—Yes, there was an improvement made by my father. The incoming tenant benefited by it, and paid about 20*l.* a year more rent.

2141. Can you tell me why land is going out of cultivation?—I should think there are so many farms consolidated, and the labour is so very high and the stock is so very low that no one but large capitalists can do it.

2142. It would not be that the rent is too high, because if the landlord takes it into his hands he gets no rent?—That is so.

2143. Have you prepared any evidence with regard to the present value of produce?—We do not much rely on produce in our district. It is stock breeding, cattle, sheep, and ponies.

2144. Do you sell milk?—I do personally.

2145. Do you find that has gone down in value?—No.

2146. Do you make cheese in your neighbourhood at all?—Very little. They do not make enough cheese for themselves — any of the farmers I know.

2147. What remedy would you propose for the bad state of things?—I should say fair

Lord *Kenyon*—continued.

rent and fixity of tenure, as I have said before.

2148. How fixed, by a land court?—By a land court.

2149. And fixity of tenure?—Yes.

2150. For the tenant?—Yes, for the tenant.

2151. Suppose a case. Supposing a man should be fixed in his holding as long as he can pay his rent. You say that?—Yes.

2152. Supposing he still pays his rent, but farms the land very badly, and the land deteriorates, would you give the landlord any power to turn out that tenant?—Yes, I should, certainly.

Mr. *Brynmor Jones.*

2153. Lord Kenyon asked you whether the tenants on this estate which you have been talking of, the Aberpergwm estate, when they took the holdings, were acquainted with the clauses in their agreements; is that the case?—That is a question I cannot answer. It was with great difficulty I obtained that agreement.

2154. Can you tell me whether it is usual to supply a copy of the agreement to the tenant. Does he get an agreement which the landlord signs, and hands to the landlord another copy of the agreement signed by himself?—I canno speak to that point.

2155. I observe you also said that you were not acquainted with the fact that by one of the sections of the Ground Game Act of 1880 a contract by the landlord securing the exclusive right to kill ground game is void. Do you know of that section?—No.

2156. Now take this clause in the agreement: "The landlord also reserves all game (including "rabbits) and fish, with the exclusive right to "himself and all persons permitted by him to "hunt, course, shoot, fish, or otherwise sport on "the premises." Is that clause usually explained to the tenant?—Not to my knowledge.

2157. Are you aware of any cases in which the landlord in your district has interfered with the right of the tenant to kill ground game under the Ground Game Act?—No, I cannot name any individual cases, but they take the agreement as the basis.

2158. And you say that you abide by the terms of the agreement?—Yes, in that case especially.

2159. I observe that there are three clauses in this agreement with penal conditions?—That is so.

2160. That is to say that a penalty in one case of 10*l.* per annum is provided against the tenant in case he violates the clause in the agreement?—Yes.

2161. Are such penal clauses common in the whole of the district of Ystradfellte, or peculiar to this estate?—Not common.

2162. Do you know any cases in which those clauses have been enforced?—No, I cannot state any.

Mr. *Brynmor Jones*—continued.

2163. Is this estate of Aberpergwm in a manor, or is there a manor of Aberpergwm?—Well I do not know. That I cannot say.

2164. This is a mountain agreement, is it not?—Yes.

2165. Neath Higher?—Yes.

2166. What is usually done with the land on the top of the mountain?—Sheep walks, most of it.

2167. And most of the farms are on the slope of the hill?—Yes.

2168. And the farmhouses are situate on the slope, and scattered about the district?—Yes, that is so.

2169. Is it customary for each tenant of the farm to have a right of common on the top, or, at any rate, to exercise such user on the waste land?—Yes.

2170. How is the use of the waste adjusted usually. Is a portion of the waste allotted in respect of each farm, or are the tenants allowed to depasture so many sheep and cattle upon it?—So many sheep and cattle to the same mountain. It is not enclosed.

2171. The right, whatever it is, of common is usually stinted, that is to say, it is limited to some number of cattle?—You are supposed to send a certain number to the mountain. It is not enclosed to the farm.

2172. Do they usually limit the pasturage to a definite piece of the waste on the top of the mountain?—No, I cannot say that they do.

2173. What is the general state of the farm buildings?—Fairly good, except those that are entirely dilapidated.

2174. Do you mean there are entirely dilapidated farmhouses actually let at the present moment to tenants?—Yes, but attached to an adjoining farm. They let a small farm, and after the buildings are dilapidated it is taken over by another tenant. That is done in several cases.

2175. I observe that this agreement excludes the operation of the Agricultural Holdings Act, but it does not say anything expressly about custom?—Yes, it does.

2176. Yes, "nor any custom of the country." That suggests this question, is your custom in the Neath Valley the same as the custom in the Vale of South Glamorganshire?—I cannot speak entirely on that point.

2177. You do not know anything of the custom of West Glamorganshire?—I know the custom in our district, the custom in the Vale of Neath.

2178. We are told that the custom of Glamorganshire does not operate beyond the River Avon?—Yes, that is quite possible.

2179. Is that so?—I do not know the customs down in that part of the country, but our own I do know.

Mr. *Brynmor Jones*—continued.

2180. Then put aside any written agreement and take the ordinary tenancy from year to year; what do you say is your custom?—We have to pay for the manure so much per head, according to quantity; pay for the the manure that is in the land.

2181. Is there any custom as between incoming and outgoing tenant?—Yes, the incoming tenant has to pay those.

2182. When does the tenancy usually commence?—The 25th of March in our district.

2183. Is that custom, in your judgment, a fair one as between an outgoing tenant and his landlord and the incoming tenant?—Yes, so far as any incoming tenant is concerned. I think it is between the two tenants.

2184. Most of the farms in your district are held simply as yearly tenancies?—Most of them.

2185. Is there any demand for leases?—I do not say there is at the present time. There has been years ago.

2186. When you talk of fixity of tenure, what kind of fixity do you think is just and right for the tenants?—I say that they ought to hold the tenure as long as they can pay for the farm and keep it in perfect order.

2187. In the case of most farms in your district, which are chiefly small farms——?—Yes.

2188. How many labourers are usually employed, first outside labourers, and next, farm servants living on the premises.?—There are very few. They are farmed by the farmers themselves, and the sons, and very often indeed the farmer himself has to work with a farm of 30, 40, or 50 acres. He cannot afford to keep the son nor himself.

2189. He has to work?—I mean at the collieries, or some place in our immediate neighbourhood. They work in the works.

2190. That is to say, it is impossible to make a livelihood out of the farm and pay the rents?—That is so.

2191. How is it rents have not come down?—Well, I cannot explain.

2192. When farms are vacant, are they readily taken up?—Well, they are taken. Perhaps we can account for that. We are in the neighbourhood of several collieries and works, and people earn money in the works, and they have four or five sons, and they take a farm up and they actually pay for it from the works.

2193. It is a common thing for a farmer and his wife and several sons to be living in the same farmhouse, the sons going to do outside work?—Yes, and they pay with their wages the rent. I could quote several such cases.

2194. In those cases where farm servants are employed, what wages do they get, I mean a

Mr. *Brynmor Jones*—continued.

servant engaged by the year and living in the house?—From 25*l.* to 30*l.* or 22*l.* to 24*l.* a year.

2195. As high as that?—Yes.

2196. Are there any small cottages in your district in which working men live who work at the collieries or different manufactories?—There are small cottages and small farms as well.

2197. Are the rents of the cottages high?——No, I should think the workmen's cottages are not.

2198. Are they in pretty good condition?—Yes, fairly good.

Mr. *Griffiths.*

2199. Do the landlords in your district, for which you speak, insist upon the clauses with regard to the hedging, ditching, and so forth being strictly enforced?—I cannot say that they do. It is quite possible that it is so, but I cannot give an instance.

2200. Are you not aware that a landlord cannot legally waive the Agricultural Holdings Act?—I was not aware of it.

2201. I will just read one of the highest authorities on agricultural matters, as it would be well for all of you to know it, and that is Mr. Chaplin, the member of Parliament. He says: "If these agreements do exist they are "illegal, and have no force and no power at all. "A tenant who holds a farm having signed those "agreements is able, just as well as any tenant "who has not signed it, to claim all the advantages "of the Act. Clause 55 of the Agricultural Hold-"ings Act I will point out to the honourable "member," to whom he is speaking, "is to this "effect: 'Any contract, agreement, or covenant "'made by a tenant by virtue of which he is "'deprived of his right to claim compensation "'under this Act shall, so far as it deprives him "'of such right, be void both in law and "'equity.'" I will ask you as well for how long back has this system of borrowing money to pay the rents existed. Has it been always or of late years?—It is of late years.

2202. Has the landlord, who has consolidated these farms had no offers to let them?—Oh, dear, yes; no doubt of that. The tenants in one of the cases had notice to leave, every one. The buildings were dilapidated.

2203. They did not consider the rents too high. That is not the reason they were taken from them?—No, not in all cases.

2204. Do the tenants under your system receive compensation for improvements and unexhausted manure under the agreement?—From the landlord, do you mean?

2205. From the landlord or the incoming tenant?—The incoming tenant has to pay for the unexhausted manure.

Mr. *Richard Jones.*

2206. Is this clause generally enforced. "Also "not to mow any grass land two years in suc- "cession without well manuring between each "mowing"?—I cannot say it is enforced, not to my knowledge.

2207. When landlords erect buildings or repair buildings, do they charge a per-centage as a rule on the repairs?—They do in some cases.

2208. In cases where per-centages are charged, is the tenant also required to haul or carry gratis?—Yes.

2209. No compensation whatever allowed?—No compensation is allowed.

2210. So that if he left in one year he would not recover any compensation?—No.

2211. Is the 13th clause enforced in every particular. I see that the tenant not only has to waive his right under the Ground Game Act, but he also has to act as his landlord's game-keeper, and also as a prosecutor for tres-passing?—So far as I know, it is under that agreement. I understand from the gentleman that gave me that agreement that he took the agreement and kept every clause of it.

2212. Here is another clause: "First. For "under draining, the landlord finding tiles, "and the tenant finding all the labour, during the "last year of the tenancy, the whole cost of the "labour for such draining, during the last year "but one, three-fourths of the cost of the labour, "and so on, diminishing by one-fourth for each "that shall have elapsed from the date of the "work to the period of quitting the farm. "Secondly. For underdraining, the tenant find-"ing tiles and all expenses, the allowance to "extend over eight years, diminishing annually "one-eighth in proportion to the period when the "outlay was made." Do you complain of that? Is the time sufficient, eight years? I find, according to the East Glamorganshire custom, it is 14 years?—No, I do not think it is sufficient in that agreement.

2213. You say that there are no vacant farms on this estate?—Not to my knowledge.

2214. Although the clauses are of such a restrictive character?—Yes.

2215. What inference would you deduce from that fact?—Possibly the tenants are ignorant of the nature of the agreement, I cannot say, and there are so many farms taken in and consolidated by the owner himself.

2216. What is the effect of consolidation?—That the land is going out of cultivation in our district.

2217. Is there no other effect? It shows that there are fewer farms in the market, does it not?—Yes.

2218. And it will make competition keener?—Yes; there were large families living in some of the farms consolidated, seven and eight in the family, when there was not half the population there is now, and they are all in one now, and no buildings whatever.

Mr. *Seebohm.*

2219. Of course the custom of Glamorganshire is well known in your part of the world?—I do not say it is.

2220. You probably know what the custom of Glamorganshire is?—I do not say that I do.

2221. There is no impression amongst the tenants of the Vale of Neath that they would like to be under the custom of Glamorganshire. You cannot answer that question?—No, I cannot say that I know what it is exactly.

Mr. *Grove.*

2222. As to cottage accommodation for farm labourers, do you consider, generally speaking, that there is sufficient cottage accommodation?—We have very few farm labourers in our district.

2223. Have you sufficient labourers to do the work properly?—No.

2224. Do you think if you had proper cottage accommodation that it would be likely to supply the necessary amount of labourers on the land permanently, instead of their going off to the iron works and the collieries?—No, I do not think that that would meet the case in our district.

2225. Do you not think it would be one element in doing good?—Surely it would, labour being so very high and stock so low in our district, we cannot afford to keep the farm in proper and good condition.

2226. As to farming accounts; do the farmers generally keep any sort of books or account, as a rule?—Not in our district, as a rule.

2227. No diary?—No diary.

2228. Is there co-operation amongst farmers as to the purchase of manure or seeds, or as to the disposal of matters. Do they combine themselves, to buy or sell at a better advantage?—They buy as individuals.

2229. As to railway rates. Farm produce is taken more or less by railways in your district?—To some extent.

2230. Are the railway rates considered high?—Yes.

2231. Do the farmers use team labour and horse labour of their own on purpose to avoid going near the railway?—Yes, no doubt.

2232. Do you think it causes the farmer to keep more horses in stock than he otherwise would have to do?—In some cases it is so.

2233. Then as to the unfenced mountain lands with common rights. Would you prefer that those should be fenced, and then apportioned off to the farmers who have now the right of pasturage. Do you think it would be an improvement?—Well, I should not like to speak on that point.

Sir *John Llewelyn.*

2234. You mentioned one instance of consolidation of farms. Is it common in your district; are there many such instances of consolidation of farms?—Yes, there are several.

2235. Can you give reasons for it, why consolidation has been made. Is it in consequence of the dilapidated buildings that the proprietors cannot afford to repair those buildings?—That he does not wish to do so, I should say.

2236. Does not he do so because he wishes to keep a larger quantity of land in his own hands, or because he does not want to go into the capital outlay. Probably he wishes to save himself the capital outlay, and he wishes to get a larger amount of land into his own hands. Which of the two is the most important factor?—The buildings are dilapidated, and without any improvement done whatever, in due course the buildings come down, and the tenant is bound to leave, and afterwards the little farm goes to another one, to the highest bidder in the market as a rule.

2237. Do I understand he does not take it into his own hands, but continues to let it after the buildings have gone down?—Yes, in several cases.

2238. Now, as to the custom of incoming and outgoing tenants, I think you said that that had worked very satisfactorily to your mind, between the incoming and outgoing tenant, and the outgoing tenant would get his fair due?—Yes, so far as manure is concerned, I believe it is so.

2239. Do you suggest that there are other unexhausted improvements for which he does not get any compensation?—Oh, yes, several.

2240. Could you name them?—Fencing. The second and third class improvements I do not think he is entitled to, any way.

2241. Under the custom of your neighbourhood?—Under the custom of our neighbourhood, only manure.

2242. You consider that justice is not done by that custom?—No, not exactly.

2243. You spoke of conditions, and you put in just now, an agreement. Are those conditions always enforced?—Not to my knowledge.

2244. You named some that were not. I think you rather suggested that they were onerous conditions?—Yes, so far as that is concerned, I believe the tenant has adhered to every one of the conditions. He was under the impression that he was bound by it.

2245. You do not consider that those conditions are enforced in every case?—Not to my knowledge.

Lord *Kenyon.*

2246. So far as I can gather from your evidence, what you most complain of is the consolidation of the small farms into large ones?—Yes.

Mr. *Griffiths.*

2247. Do you know of any grown up young people living with their parents with the hope of some day getting a farm and getting married?—No, I do not know that I do.

2248. Do any in your district go away?—Yes; not to a very great extent, though.

2249. To some parts of England?—They go to America and foreign parts.

Mr. *Richard Jones.*

2250. What is the custom between incoming and outgoing tenants. Say a crop of wheat is sown on fallow land?—We have very little in that line. We have very little corn grown in our district. Some pay for the manure in the fallow in the farm. I do that myself

2251. How is it assessed?—Rated, you mean.

2252. No, assessed between the incoming and the outgoing tenant?—But very few; they leave in our district with the fallow.

2253. Suppose it was put in with the fallow in the autumn, just before sowing?—They generally take a half of the wheat, the incoming and the outgoing tenant, and one-tenth for the tithe of the crop. That is the custom in Ystradfellte.

Sir *John Llewelyn.*

2254. You gave an answer which rather surprised me just now, that there was no compensation for fences. You have some dry walls up in your district?—Yes.

2255. Is there no compensation by the incoming tenant for a newly made dry wall?—Not that I know of.

2256. You are in Neath Higher?—Yes, and adjoining Ystradfellte.

2257. One of the witnesses spoke of the compensation for dry walling the sheep farms as not being long enough, but existing 12 or 14 years, and he thought that that was not long enough; he thought the compensation ought to be spread over, and if it had been done any time within 20 years, that there should be a certain amount of compensation. Do you mean there is no compensation made at all, for a new dry wall made, to an outgoing tenant?—Not to my knowledge.

Chairman.

2258. There are some questions put in. Do you know the Duffryn estate?—Yes, but I cannot speak much about it. It is a long distance from me.

2259. Then I will not put those questions to you. There are three other questions from Mr. Vincent; are you aware that the provision against underletting is usual in English agreements?—No.

Chairman—continued.

2260. In the absence of restriction upon the sale of produce and tillage, would it not be possible for dishonest tenants to run the heart out of the land and then leave the farm; in fact, are not these clauses of restriction principally meant to be safeguards against bad tenants?—It could not be run out in one year. You would have ample time to give notice if the farm is deteriorating.

2261. Was it Mr. David Vaughan who ran these farms?—Mr. David Vaughan is the tenant, and Mr. James Vaughan the landlord. They are two brothers.

2262. Is it Mr. Vaughan, of Rheola?—No.

2263. Do you know that Mr. Foster, of Rheola, has spent money in fencing and draining without charging any interest?—It is quite possible; he is a good landlord, no doubt. I admit it.

2264. You cannot, from your practical knowledge, say yes or no?—No, I cannot. There is no doubt he is a good landlord.

Mr. *Brynmor Jones.*

2265. In answer to Sir John Llewelyn you said the penal clauses in those agreements were not usually enforced. Do you mean by that that the landlord allows the tenant to break them without enforcing them?—No, decidedly not.

2266. You mean, in fact, the tenant complies with them usually?—Yes, I mean to say on that agreement, the tenant told me himself. On the other hand, I cannot say they are strictly enforced.

Sir *John Llewelyn.*

2267. They are aimed against bad tenants, and not against good tenants. Is not that it?—No, I think that goes against everybody.

Chairman.

2268. These questions are put in by Mr. Hall Do you know of any land being taken away from a farm, and the rent not reduced in consequence?—Yes, I think I can name a common. That would be the Hirwain Common at Rhigos. You had evidence upon that point yesterday.

2269. What is meant is, have you ever known of any land being taken away, or of any portion of the farm being taken away and put to some other farm, or taken by the landlord himself, and the rent being exactly the same, although several acres have been taken off the farm. That is the meaning of the question, I think?—Oh, yes, taken for building purposes.

2270. And the rent not reduced?—And the rent not reduced, and the tithe and everything paid as before.

Lord *Kenyon.*

2271. Can you mention any instances?—I cannot at the moment. I will remember them further on.

Chairman.

2272. How do you account for the more frequent changes of tenancies?—Rent being high, labour high, and stock so very low.

2273. Before the Ystradfellte enclosure was made, had the farmers a right to pasture?—Do you mean on the mountain?

2274. Where that enclosure was?—Yes, certainly, on the farms. They had farms from 30 to 40 or 50 acres each.

2275. And before the enclosure was made they had a right to pasture?—Yes.

2276. Have they that right now?—No,

2277. Were the rents reduced when the rights of pasturage were taken away?—Not to my knowledge.

2278. Do you know whether any tenant has left his holding without receiving full or just compensation for his own improvements?—Oh, yes.

The witness withdrew.

Mr. Lewis Llewellyn called and examined.

Chairman.

2279. Are you a tenant farmer?—Yes.

2280. Under whom do you farm?—Under Mr. Morgan Stuart Williams of Aberpergwm.

2281. What is the name of the farm?—Maesmarchog.

2282. You live in the same district as Mr. John Jones, the last witness, but not so high up the mountain?—Not quite.

2283. Is it about the same sort of land as the last witness?—Yes, very much like it.

2284. Mostly grass land?—Grass land.

2285. And any cultivated land?—I have a little.

Chairman—continued.

2286. What is the size of your farm?—72 acres.

2287. What proportion of cultivated land is there on that?—I have 14 acres.

2288. Fourteen acres of ploughed land and the rest grass?—Yes.

2289. Has your family been long on the land there?—I have been there for 18 years.

2290. But you were not born there?—No.

2291. Your family did not have it before you?—No.

2292. You have heard the evidence given by Mr. Jones. He has given his evidence very

Chairman—continued.

clearly and succinctly, and I do not propose to ask you all the same questions over again, but I should like to ask you whether you agree generally with the last witness?—Well, I do. We had a meeting and we agreed to the evidence which he has given you to-day.

2293. And that evidence was generally what was agreed upon at the meeting?—It was.

2294. Then can the Commissioners take it that it is not his evidence alone but it is the evidence of, may we say, the majority of the farmers in the district, or a considerable number?—A considerable number of the farmers in the district.

2295. Who made out their opinions and ideas and empowered him to speak for them?—Exactly.

2296. You have come to support him?—Yes.

2297. Is there any particular point in this evidence that you would like to speak to. Is there any special or particular knowledge on your part about occupation, or labour, or labourers' cottages, or fencing, or improvements, or dilapidations, or anything that you have any specific knowledge about?—No; I cannot say that there is anything; only I agree with it so far as Mr. Jones has given it.

2298. As regards the evidence-in-chief, I do not propose to ask you anything more if you will answer those questions?—Certainly.

Professor *Rhŷs*.

2299. What is your rent?—My rent is 95*l*.

2300. And the acreage is 72?—Yes, 72.

2301. Is it all good land?—50 acres of my land, I may say, is good, but there are 22 acres of very rough ground—a run through a piece of wood on the side of the hill. 50 acres are flat and good ground.

2302. You are a yearly tenant, I think?—Yes, a yearly tenant.

2303. Has your rent been raised in your time?—Yes.

2304. What was it when you took the farm?—I rented it under another landlord, and it was sold, and of course my rent was raised 5*l*. when I took it from the present landlord.

2305. Have you any game preserves in your part?—No, the game does not trouble me. I am living close to a village, and it is not a healthy place for game.

2306. There is a village close by and that relieves you of any trouble as to the game?—That is so, but I have been troubled very much with game in other parts in another farm before I came here.

2307. I should like to know something about the way in which the farmers of your class live in your part of the country. Would you tell me what an average farmer of your position would have for his family as food—say, for breakfast. You have been sometimes in your neighbours' houses: I do not wish you to tell us any secrets, but I should like to have some idea?—So far as our neighbourhood goes, I think they live on pretty good food; they live pretty well.

Professor *Rhŷs*—continued.

2308. For instance, what do they have for breakfast?—Tea generally in most places, bread and butter or cheese.

2309. What sort of bread?—Good bread—wheat bread.

2310. Any meat at all?—Yes.

2311. At breakfast?—Oh, yes, in many places.

2312. What would it be?—Bacon generally.

2313. Any butchers' meat?—I cannot say about others, I have a bit sometimes.

2314. I want you to give me a general idea?—I think so far as living goes, the people live pretty well. I do not know about those up on the side of the hill. I do believe that they have to live harder.

2315. Then as to dinner in the middle of the day, about 12 or 1 o'clock; what would be the usual food of the farmer's family then?—We generally find the way to have a bit of meat; bacon mostly.

2316. Sometimes butchers' meat?—Yes, we have a bit sometimes.

2317. And potatoes, of course?—Oh, yes, potatoes. So far as I am concerned, I have plenty of potatoes.

2318. What would be the next meal?—A cup of tea in the afternoon and a bit of bread and butter.

2319. Does that extend to the whole family?—Yes.

2320. And supper?—At supper it might be a bit of bread and cheese and a drop of milk, or a glass of milk or a drop of broth, or something of that sort—a cup of tea for those who are very fond of it again.

Mr. *Grove*.

2321. You say your farm is 72 acres, and your rent is 95*l*.?—Yes.

2322. And you have 22 acres of rough land out of that?—Yes.

2323. Do you consider your rent is high according to the farms in the district, or do you think it is a fair price?—According to the price at which stock is now, and everything, it is very high.

2324. Did you consider the rent fair when you took the farm?—Well, some years I have done very well.

2325. What do you consider a fair rent for the 22 acres of rough land. How much per acre do you think would be reasonable?—Well, along with the other it is useful, or else by itself the whole land would not be worth 5*l*., but it is useful, of course, with the other good land to turn the stock off in winter, or to save trampling down the other.

2326. You consider the rent is a fair rent for the district. How do other farmers pay in the district—is it something like that?—It is something like that—some lower, and, I believe, some higher.

Mr. *Richard Jones.*

2327. You took your farm in 1875?—Yes.

2328. When farming was a thriving occupation. That was just before the fall in prices?—I do not follow you.

2329. That was when farming was a thriving occupation—in good times?—Oh, yes.

2330. In what year was the estate sold?—I believe it was sold seven or eight years ago. I am not quite certain.

2331. About the year 1886?—Yes, somewhere about that.

2332. What was the state of prices, do you remember, when it was sold?—Pretty good then.

Mr. *Brynmor Jones.*

2333. How many rooms are there in your farmhouse?—Four downstairs and two upstairs.

2334. Fair sized rooms?—Small rooms, a very tidy house.

2335. Is the roof of the house thatched or slate?—Slate.

2336. Have you done any repairs to the house since you have been in?—Not much, I have done a little to the house.

2337. What kind of repairs?—There was a boarded floor when I went in there. I had an agreement at that time.

2338. Was it an agreement in writing?—Yes, at that time, but it was sold, and that was only for a certain time.

2339. Mr. Williams is your landlord now?—Yes.

2340. He bought it?—Yes.

2341. When he became purchaser did he make a new agreement with you?—He never asked me to sign any agreement.

2342. Then you have signed nothing?—No.

2343. You did sign a written agreement first of all?—That was with another person.

2344. When you first went in in 1875 you had a written agreement?—Yes.

2345. After the transfer of the property your rent was raised?—Yes.

2346. But there has been no written agreement with you?—No.

2347. How many children have you got living on your premises?—Eleven, but they are not all at home now.

2348. Are any of your sons at home now?—I have the two youngest. My sons are down in Pembrokeshire now, driving timber, but they come home in the summer for the harvest.

2349. Do you do anything besides farming?—No.

2350. How many labourers do you employ?—None. I get assistance for a little spell sometimes. I have had to get assistance this Spring.

2351. You have no servants living on your farm?—No.

2352. What extra assistance you require you hire for the occasion?—Yes, as my sons are far off and they could not come home very easy.

Mr. *Brynmor Jones*—continued.

2353. Of what ages are the sons at home?—They are the youngest, at school, eight and eleven.

2354. You said you were near a village?—Yes.

2355. Do you sell milk to the villagers?—Yes. One of the boys at home—the eldest—has to carry the milk in the morning and then go to school.

2356. Do you sell eggs as well?—Yes.

2357. And fowls?—Yes.

2358. Do you find it difficult to pay your rent or not?—Indeed it is difficult now to do it.

2359. Why now?—Because everything is going so low, cattle especially.

2360. You have been in the habit of selling cattle as well?—Yes.

2361. You attribute the difficulty of paying your rent chiefly to the fall of prices in produce?—Yes, exactly.

Mr. *Griffiths.*

2362. You have just said that you have 11 in family and only two bedrooms. Is that true?—I have one daughter in service, the other two sons are down in Pembrokeshire driving timber, and the rest are at home. I have two daughters at home, one is over 19 and the other is 17.

2363. And two sons?—And then there are four young children again.

2364. How many are they in all on your premises?—Seven.

2365. And only two bedrooms?—Yes, but we have a bedroom downstairs.

2366. Do the children help you to pay the rent at all?—Oh, yes, they do.

2367. Besides working on the farm?—Last summer's rent was paid out of their work, but it is like this now: We had a bad harvest, and lost the hay, so that I was obliged to buy 60*l.* worth of hay. I paid 60*l.* last year for hay. There was my half-year's rent gone, and I had my half-year's rent from my son, who had been driving timber.

2368. Have you to pay the young man 60*l.* back when good times come?—I do not know. I suppose he must wait until I get it.

Lord *Kenyon.*

2369. Have you started any of your sons in life?—Nothing but the spade and shovel.

2370. Except the education?—A little education, not much.

2371. Still you have raised a family of 11 on your farm?—Yes.

2372. What stock do you put off in the year. You said you raised stock?—Yes, I do.

2373. What do you put out as a rule?—I sell four or five or six cattle.

2374. You find the prices very much diminished of late years?—Yes, but I cannot keep them on the farm. I have to buy meal

Lord *Kenyon*—continued.

and things of that sort. I have paid as much as 80*l.* for barley meal in the twelve months.

2375. You do not sell them as calves?—Some I sell as calves.

2376. Have you found the milk selling as profitable as it was?—Yes, it is profitable, only we do not sell beyond a certain quantity; we cannot sell all. There is no demand for it.

2377. Do you make any cheese?—Only a little skim milk cheese.

2378. For yourselves?—Yes, and make a little butter.

2379. You say you have two daughters living at home. Do they go out to service?—They work at home. One is carrying milk, and the other daughter, and the little boy, who goes to school, have to assist to carry to the village about half a mile, and go to school afterwards.

2380. Have you had any temporary abatement in rent?—No, not a penny.

2381. You have paid 95*l.* a year since that time?—Yes.

2382. Have you anything to complain of?—No, not so far as I know.

Professor *Rhŷs.*

2383. I am not very fast at figures, but I understood you have 72 acres, and out of that you have 22 acres of land which you would not value as worth more than about 5*l.*, and then you have 50 acres rented at 90*l.*?—Yes.

2384. That is practically about 36*s.* an acre?—Yes.

2385. Is that about the average rent for good land in your neighbourhood?—Yes, but out of that 50 acres, so far as that goes, there are several acres out of it gone, because there are buildings and gardens which do not belong to me. 50 is the flat ground altogether, but I daresay four or five acres have gone out under buildings. That was before I took it.

2386. That would make your rate of payment a little higher still?—Yes, of course.

2387. I want to know whether you think that is about the rent usually paid for good land in your district?—Well, it is somewhere about that.

2388. You do not consider it excessive?—I think it is about as high at the other places round about.

2389. Do you consider your good land is more or less of the nature of accommodation land on account of the village close by?—Well, if it was not for that, that it is handy to the village, and we sell some milk, of course it would be a great deal too dear, because it is dry land, rubble stone under it, it is not what you can call feeding land at all but it is healthy, and if it was not for the advantage of the village being near, if it was five or six miles from the village, it would not be worth so much.

2390. Do you know whether your neighbours, five or six miles away from the village, pay at something about the same rate as you do?—I cannot answer that. So far as our valley is concerned there is scarcely none there; there is not a village for six or seven miles

Mr. *Brynmor Jones.*

2391. Did you understand Lord Kenyon's question. He asked whether you had anything to complain about. We are in doubt as to whether you understood the meaning of the word "complain"?—Well, the complaint I have is that it is very hard to make two ends to meet, and I consider that something ought to be done, either in one way or the other. If we do not get more for our stock, or get the rent down, we must go away and that soon, because our children are working for nothing all the time practically.

Mr. *Griffiths.*

2392. Do your children attend school as regularly as the labourers' children?—Well, they attend school uncommonly well, but they have many things to do night and morning, so that they have not the fair play as the other children do.

2393. Have you to keep them home sometimes to help you?—Yes, I have to keep them at home sometimes.

Chairman.

2394. There have been some questions handed in, and one question is distinctly of a personal nature. Before I put it I should like you to read it through, and tell me if you have any objection to answer it. It is not a question that I could put without your sanction. (*The witness read the question.*) If you have the smallest objection to answer it, of course I will not put it?—I will answer it.

2395. Well it is this:—"Could you pay your "rent if your children, who are working away" —I suppose that means away from home—"did "not assist you with money"?—Well, I think possibly I could, but I should feel it much harder, and when I get a sum from them to pay my rent, I find it very convenient, because it would be a hard matter to borrow from anywhere else.

2396. What is the age of sons working on farms in the district without receiving wages. I suppose that means up to what age would they work on the farms without receiving wages?—There are plenty up to 18, 20, or 25, but they do not work regularly on the farm. I do not know many that do, but they work at collieries, or somewhere like that, and do a day at home sometimes. Sometimes when there is no work at the colliery, they work a day at home, and at other times they are kept at home to help their parents haymaking, or something like that, and I do not think they get any more than my own for that.

2397. Can you answer this question, which is another question put by Mr. Hall. What was the amount your previous landlord sold your farm for?—3,400*l.*, but there were a lot of cottages included in that price.

Lord *Kenyon.*

2398. How many cottages?—About 15 or 20 Really I cannot tell you exactly.

Mr. *Brynmor Jones.*

2399. What is the rent of those cottages?—About 8*s.* a month now, I believe.

Chairman.

2400. These are questions put by Mr. Vincent; you have already stated that you have received no abatement of rent?—That is so.

2401. Has nothing been given back from rent?—No.

2402. Have abatements been received in your district?—Not to my knowledge.

Mr. *Seebohm.*

2403. We have had this point brought before us several times about children living on with their parents in these little farms in the country. Now, it has to a certain extent been stated that it is almost a hardship. Do you think it is a hardship that those children should remain with you and contribute to the family earnings and learn the family trade?—It is rather unpleasant for them to be working hard without any prospect of getting anything for it.

2404. I suppose the son would look to succeed his father in the farm, would he not?—Of course they are willing to assist us because they want to keep us going.

2405. They are members of the family and contribute to the family purse?—Yes.

2406. It is not usual as between one member of a family and another to make it a matter of money as to what they do and what they do not do?—I do not understand the question.

2407. I will put it in another way. As they are contributing to the family purse and living in the family home, it is not necessary to divide the family purse between the parents and the children?—No. The family purse has to be emptied twice a year, and you catch hold of the bottom mostly and empty it out.

Mr. *Seebohm*—continued.

2408. Is the fact that your little farms are in the midst of a district where there are collieries and other employments a gain or a loss to you?—Oh, it is a gain.

2409. A distinct gain?—Yes.

2410. It helps to keep the family together, because members of the family can get other employment and it comes into the family purse?—Yes. I do not say I gain anything so far as I am concerned, but I believe it is a gain in general. I know many that work in the colliery, but my sons do not work in the colliery now.

2411. The probability is that you would find it a harder life in these bad times, with a small farm, if there were not these manufactories and industrial interests around you, into which your sons could go without leaving the family home?—Oh, yes, there are plenty that would have to go to some place of that sort. Some in our district would never be able to pay for them if their sons were working far off.

2412. So that this fact, that the sons remain helping the parents and helping the family purse is rather a privilege of your position than one of the hardships of your position. If you were in a purely agricultural district you would be very much worse off, with a small farm such as yours and without those advantages?—Well, you would be much worse off without it.

Mr. *Grove.*

2413. The average small farmer could not manage to live on his farm unless he was helped by his wife and children as a rule, could he?—Well, no.

2414. If he had to pay for all the labour necessary could he manage to exist on his farm?—Oh, no, he could not.

The witness withdrew.

Mr. Noah Davies called and examined.

Chairman.

624. 2415. Are you a tenant farmer?—Yes.

2416. Who is your landlord?—Mr. Vaughan, of Rheola.

2417. What is the size of your occupation?—About 50 acres.

2418. You live lower down the mountain?—On the side of the River Neath, between the last two witnesses.

2419. What is the name of the farm?—Yniscymer.

2420. Were you born in this place?—No, my wife was born there.

2421. And it has been in the occupation of your wife's family for some years?—For about three generations, I think.

2422. We have 28 gentlemen who have been kind enough to volunteer to give evidence to-day, so that I do not propose to go all through the evidence. You were in the room when Mr. John Jones gave his evidence, I believe?—Yes.

Chairman—continued.

2423. Do you agree with it?—Yes.

2424. There is nothing more that you wish to speak to of which you have any special knowledge?—One thing I feel very much is the disadvantage of farmers' children in comparison with labourers' and colliers' children. My children have to get up about half past five in the morning and work until the school hour, and milk. I had to get them up this morning to help myself to milk, because I could not afford to pay labour.

2425. When does the school hour begin?—Nine o'clock, and they would have to work until the school hour, which puts them at a great disadvantage to get on so well as the colliers' and miners' children, and in the dinner hour they

Chairman—continued.

have to come home and do some work while the other children are playing. At night they would have to continue the same, and when there is a holiday given they would have to work, and it is continually work, the same as I have had myself, from the time I was able to do anything at six years of age until now—nothing but a string of hard work all through, and my children are brought up very much the same. They do not get the advantage of education the same as working men's children.

2426. How old are your children?—One is nine and the other is eleven. Even last summer the oldest of my boys had to go on the mowing machine, and the hours of labour are very very long. There is a good deal of talk about eight hours. I have to work fully 16 hours a day; I am a rate collector as well as a farmer, and I have to do the work of the farm, and the work of the collector in the night, because I cannot afford to pay labour.

2427. Can you tell us the rent of your farm?—56*l.*

2428. For 50 acres?—Yes, and some of that 50 acres is considerably rough—worth very little, only as a run.

Lord *Kenyon.*

2429. Can you remember any time when it was usual for farmers of farms of about 50 acres to employ a labourer?—Oh, yes.

2430. In this district?—Yes; if I could do it with advantage I could improve the farm very much and my own position as well.

2431. How long have you had your farm?—I have lived four years in this farm.

2432. Were you farming before that?—Yes, under the same landlord—a very good landlord.

2433. Another farm?—Yes.

2434. How big was that farm?—100 acres.

2435. Did you employ a labourer there?—Yes.

2436. You gave up the bigger farm and took the smaller?—Yes, there was no reason for my giving up—nothing beyond I married the daughter of this farmer and I took the smaller one in preference.

2437. You took some other business in the way of collecting rates?—Yes.

2438. Do you think that the labourers' cottages in your district are pretty good?—Oh, very good. They are in villages; they are not considered agricultural labourers' cottages; they are in villages let very high—some of them up to 1*l.* a week on my farm.

2439. I suppose the labour is scarce and dear in your district?—Yes.

2440. What would the ordinary rate of labourers' wages be?—From 5*s.* up.

2441. 5*s.* a-day?—Yes, that is when we want them in the harvest time. I have paid as much as 6*s.* 6*d.* last summer for a man who could only do a fair day's work.

2442. Do you ever work piece-work?—Very seldom; they are not trained agricultural labourers. I have always to show them, although I paid 6*s.* 6*d.* and get nothing for myself. I always carry the harvest in myself.

Lord *Kenyon*—continued.

2443. Then farming would be much easier in your district if there was more skilled labour?—Yes.

2444. How do you propose to remedy that?—Fixity of tenure and fair rent.

2445. Fixity of tenure would not bring more labour?—But if we had fair rent and fixity of tenure—not that I complain of my present landlord—but there is a great deal of dissatisfaction, as I have seen before, although if I agreed with my present landlord that would not give me satisfaction. Undoubtedly so long as my present landlord lives it is all right, but I have felt so much from what my father suffered that I do not feel satisfied with anything short of fixity of tenure.

2446. I ask you what is the remedy to the labour question. How are you going to produce more labour?—We must in some way be enabled to pay them the same wages as they get elsewhere.

2447. You want a subvention in some way to pay them?—Yes.

2448. Your rent is 56*l.* At your rate of wages it would not provide you with many labourers?—No, but a considerable amount of it could be considerably improved so as to make it more valuable. It is of very small value now, a great deal of it, but it could be improved. It is close to the road.

Lord *Kenyon.*

I want to get from you some remedy in regard to the labourer; I follow your view with regard to the fixity of tenure, but I do not see that it has any application to the labourers.

Mr. *Brynmor Jones.*

2449. How many labourers ought you to employ to make the most of your farm. Supposing you were a freeholder and paying no rent, how many labourers would you employ?—Two besides myself.

2450. Yourself and these two men to carry on such farming as the farm is adapted for and the local circumstances admit at a profit?—Yes.

2451. Is it possible, so long as you pay a rent of 56*l.*, to carry it on at a profit?—No, not at present prices.

2452. You mean at present prices of stock, labour, and so forth?—Yes.

2453. Then do I understand you to suggest that there ought to be some means of raising and lowering the rent in accordance with the fluctuations of the price of labour and produce, and so forth?—Possibly that might be.

2454. You talked about fixity of tenure. You have not shown Lord Kenyon, or any of us, how fixity of tenure could help you out of the difficulty you have been mentioning?—Fixity of tenure and fair rent. If the rent was reduced—the rent has advanced lately—but if it was reduced to the same extent as it was it would do. There is a considerable amount of the farm

Mr. *Brynmor Jones*—continued.

taken away for building, which advances the amount of the rent.

2455. Then so far as the profit of the farm is concerned, fixity of tenure is only an improvement in this way, that it would be worth your while if you had fixity of tenure to expend more money and put more capital into your business?—Yes.

2456. What kind of house have you?—I have an exceptional good house.

2457. How many rooms?—Three rooms downstairs and four upstairs—four bedrooms.

2458. Is this near the village of Glynneath?—Yes.

2459. Do you sell milk to the villagers?—No.

2460. Do you raise stock?—I rear a little stock and I fatten, and make a little butter. I could not pay for a servant to carry the milk about, and my children are too small to do it.

2461. You do not attempt milk selling?—No.

2462. Poultry farming?—Very little.

Mr. *Griffiths.*

24–39. 2463. What hardships did your father suffer of which you spoke just now?—He lived in the farm just the other side of the mountain, where I was brought up. He lived there 40 years, paying a rent of 80*l.* a year. There were 30 acres of some of the best land he had taken away from the farm, after the Neath and Brecon Railway and some collieries came there, without any readjustment of rent at all. He reclaimed a considerable amount of the mountain land by building dry walls there. The improvements that he made were to the extent of from 400*l.* to 500*l.* He kept those walls in the rough repair, because he thought he was living under a thoroughly good landlord. He was quite friendly and quite satisfied with his landlord. He died and the estate was sold, and his improvement was sold with the estate, and he never had a penny for it, although there were 40 or 50 acres of the land taken away by the railway without having any compensation for it, and his improvements were afterwards taken away.

2464. What is the name of the farm?—Gellibenuchel.

2465. How many acres do you say were taken away and no compensation made to your father?—Between 20 and 30 acres.

2466. What kind of land?—The present railway station is built on it; Crynant Station. I believe there are two collieries on this property.

2467. Did the railway going through cut off any water from the farm?—No, the farm is on the top of the mountain, and this land was in the flat of the valley.

Mr. *Brynmor Jones.*

2468. Did the railway company pay any compensation to your father?—No, never any notice or anything.

2469. Did he demand anything for his interest as tenant from year to year?—No, I do not know that he did, I could not say for certain.

Mr. *Richard Jones.*

2470. You say that farming might be profitable if fair rents and fixity of tenure were obtained. What proposal have you for assessing fair rents?—To value the present value without the improvements that a tenant has made. It would be unfair, if I improved my farm by 10*l.* a year, to assess it at its present value. I should say that that would be my property, not my landlord's property.

2471. I am afraid you have not caught my meaning. In order to have a rent that you can pay for your farm, how do you propose to obtain it?—To settle a fair rent by reducing it in accordance with the advance of labour and the reduction of the price of produce, such as stock.

2472. Supposing you are an applicant for a farm, and you could not agree with the landlord. In that case how would you have it settled?—Well, it is generally taken in a lump sum, not so much per acre. It would apply exactly in the same manner by the price of the stock or crops, or whatever could be raised on the farm.

2473. You have two children, you say. What do you propose to bring them up to?—They propose going to work in the brick works, because I cannot pay them anything. I should propose that they should go abroad as soon as they are able to look after themselves.

2474. You do not intend bringing them up as farmers?—Not in this country. I should send them abroad to some of my relatives in Australia.

2475. Have you any relatives abroad?—Yes.

2476. Why did they go out?—I cannot answer that.

2477. Was it because they thought their prospects were better?—Very likely. It is a good many years ago and I could not exactly answer the question, but they have done much better there than if they had remained here.

Mr. *Grove.*

2478. You say your farm consists of 50 acres, and your rent is 56*l.* You also stated there was a certain amount of rough land. What is the acreage of that rough land, about?—I believe the acreage of the good land is 30 acres.

2479. And that leaves 20 of inferior land?—Yes.

2480. Do you consider the rent you pay is about a fair rent as compared with the rents of the farms in the district?—Yes, as compared with the other rents it is.

2481. Do you use the railway at all for taking your produce in and out. Do you convey stock by railway?—No.

2482. Not at all?—No.

Professor *Rhŷs.*

2483. Are your relatives whom you speak of farming abroad?—Yes.

2484. In what country—in the States?—In Australia. They have a large estate, and a gold mine as well.

2485. You heard the previous witness Mr. Llewellyn?—Yes.

Professor *Rhŷs*—continued.

2486. Do you know his farm at all?—Yes.

2487. How far is your farm from his?—About two miles.

2488. You must have noticed that the rate per acre which he paid is very much higher than yours. What would be the explanation, do you think?—I do not see that it is higher.

2489. He paid 95*l.* for 72 acres, and you pay 56*l.* for 50 acres?—Yes; there are 20 acres of inferior land on mine.

2490. He had 22?—Yes.

2491. And his good land came to 36*s.* an acre?—Yes. He is paying for the improvements made by the company who had it before him, very likely. Undoubtedly that is the only cause, and I believe I am under a better landlord than he is, too.

2492. You would not say that his rate of payment was near the average in that district?—No. I believe it is excessive, and more than the average.

Sir *John Llewelyn.*

2493. Are you in the valley, so as to be liable to the overflow of the river?—Not now. I used to be when I was in Aberclwyd, but I am living up in the top part now.

2494. None of your land is liable to be overflowed by the river?—No.

2495. You told us there are about 20 acres capable of improvement?—Yes.

2496. In what way?—By grubbing, and ploughing, and seeding it down.

2497. Are you contracted out of the Agricultural Holdings Act?—No.

2498. Have you made any application to your landlord for improvements upon the place?—No.

2499. You said just now you wished to get fixity of tenure?—Yes.

2500. That was with the object of doing improvements upon your farm?—Yes.

2501. And you can get that assistance from the landlord under the Agricultural Holdings Act?—Possibly I might. I am not certain of my present landlord living, or I will not ask for anything, but I have no security of that.

2502. If he laid out the money upon the land, you would then be secured?—Then possibly that might give rise to an action.

2503. You have not taken that course?—No.

2504. It occurs to me you would get the same benefit if he laid out the improvements upon the land. Is about 20 acres capable of improvement?—Yes.

2505. And 30 acres is good land in your opinion?—Yes.

Mr. *Brynmor Jones.*

2506. What was the date of this transaction in regard to your father which you say was ill-treatment?—It would be about five or six years ago he left there.

2507. As to the taking of the 30 acres of land, how long ago was that?—Really I could not tell you that; when the Neath and Brecon Railway was made I could not tell you.

Lord *Kenyon.*

2508. And the property sold, was it, at the same time?—No, that was about six years ago that the property was sold.

Mr. *Brynmor Jones.*

2509. The Dulais Valley Railway was made about 1864?—Yes.

2510. That afterwards became the Neath and Brecon Railway?—Yes.

2511. It was in the sixties, at any rate?—Yes, it was in the sixties.

Chairman.

2512. This is a question put by Mr. Vincent. Have you received any abatement of your rent?—No.

2513. Have any tenants received abatements, to your knowledge?—Not to my knowledge in the value at all.

2514. Do you happen to know that Mr. Vaughan's rental is less now than it was in 1887?—I do not know it.

2515. Do you know that some of the land is let tithe free?—Not to my knowledge.

2516. Do you know whether Mr. Vaughan has spent money embanking and fencing, besides ordinary repairs, without charging interest?—I know that he has done some, but I do not know whether he has charged for it or not. It is not in our immediate neighbourhood.

2517. Mr. Vaughan estimates the cost of repairs alone as 12 per cent. of his rental. Do you agree with that estimate. Have you any way of answering that question?—No, not at present. He did so on the farm where I was before, and probably more than that, but on the present farm it is not the case.

2518. You do not agree with that?—No.

2519. Have you ever known a tenant evicted from his estate by Mr. Vaughan?—No.

2520. When did you begin to feel the depression in agriculture?—Six or seven years ago.

2521. These are questions handed in by Mr. Hall. Do you know of any consolidation of farms in your district other than those that were mentioned this morning?—Yes.

2522. Would you name them?—There are eight farms adjoining those eight that Mr. Williams, of Aberpergwm, has got, which were mentioned by Mr. Jones. There is another eight held by a tenant of Blaen-yr-hebog.

2523. Were they all joined together?—They are all joined together now.

Lord *Kenyon.*

2524. What amount of acreage?—I think about 2,000 acres altogether he has.

2525. There is a consolidation of the whole farm?—Well, that is counting the sheep walk as well, and the eight farms together.

Chairman.

2526. Do you know of any instance of land being taken away from a farmer and the rent

Chairman—continued.

not being reduced?—Yes, I do not know of any instance where the rent has been reduced on account of land being taken away. It would be only a small quantity.

2527. You do not know of any large quantity of land being taken away from a farm and the rent not being reduced?—No, only my father's case that I remember. There are small quantities taken in our immediate neighbourhood often for building purposes.

Lord *Kenyon.*

2528. That would be only a few roods?—Or half an acre, perhaps. That happens daily, or almost weekly, where there is a little building going on. It has happened this week in a farm close by me.

Chairman.

2529. This is a question by Mr. Hall. Do you know of any instance of hardship in tenancies?—I think I gave my father's instance.

2530. This question is handed in by Mr. O. Sheppard. The area you have given of your whole farm is 50 acres and your rent 56*l.* Have you included in this 18 acres of land formerly woodland and the meadows detached from the farm, and also the deduction from your rent of land in the occupation of Mr. Jones?—No, I have given you what it was before. That only happened the other day, the deduction of land which Mr. Jones holds. I gave it as it was held before that. My rent was 56*l.* before the other day.

2531. Is your farm smaller to-day?—Yes, it is smaller to-day than it was up to the 25th March.

2532. What is the size of your holding at the present moment?—I have not the plan, so that I could not say, but this field on the parish map is shown as eight acres, but Mr. Sheppard tells me that it is not eight acres, and I agree with him.

2533. 26 acres were taken off the 50?—No, it is meant that the woodland is added to the farm, but I would not be positive that the acreage is perfectly correct. I believe it is.

2534. Is your farm larger or smaller than it was?—Smaller.

Mr. *Grove.*

2535. What is the new rent from the 25th March?—50*l.*

2536. 50*l.* instead of 56*l.*?—Yes. I did not take into account the meadow that is detached from the farm in giving the acreage. That is up by the side of the mountain, two miles away.

2537. But it is included in the rent of 56*l.*?—Yes.

2538. What is the acreage of that?—It is called 15 acres, the old measure, but I believe it is nearly 20 acres of Imperial measure.

Lord *Kenyon.*

2539. Here is a little calculation I have made. To pay two labourers, I make out, you would have to live rent free and receive 100*l.* from someone?—Yes, we could not get the returns by the improvements. I wish to qualify my evidence in this respect as to the piece taken. I have no chance of grazing it, because there is no fence round it, and it is in the middle of other people's property, so that I have only to cut the hay, and at the present rate the hay is not worth cutting; it had not been cut for a great many years before I cut it last year, and that is very little use; only it is amongst better hay, and is of some service.

Professor *Rhys.*

2540. What do you say would be the absolute value of that meadow to you now, in these years?—Say, 2*s.* an acre, at the outside.

The witness withdrew.

Chairman.

That concludes the Neath Valley witnesses, and now it is wished that we should go on to the Swansea Valley witnesses.

Mr. Richard Rees called and examined (through an interpreter).

Chairman.

2541. Are you a tenant farmer?—Yes.

2542. Where do you live?—Hendre Caradog.

2543. Do you live in the Swansea Valley?—Yes.

2544. About the centre of the valley?—Yes.

2545. And you are prepared to give evidence respecting 7,000 acres in the Swansea Valley?—Yes.

2546. You have been in communication with the other tenant farmers of the district, and not only speak for yourself, but represent the opinion of a large number of tenant farmers for

Chairman—continued.

the district?—Yes, I have been elected by the committee to give evidence to-day.

2547. Are tenancies in your district yearly tenancies or leasehold tenancies?—There are leases there and there are yearly tenancies there.

2548. Are the provisions of the leases generally acceptable to the district?—No, they are not, as a rule.

2549. Can you give any instances of any clauses in the lease to which general objection is taken?—If a 21 years' lease is given, and the building is not in a state of repair when the lease is given, a clause is inserted that the premises

Chairman—continued.

must be left in a perfect state of repair, and I object to that.

2550. Are there any clauses objected to?—Yes.

2551. Will you state them?—We object to the clause that provides that we cannot sell our improvements, the improvements that we ourselves have made, that the landlord should have the first right. We cannot sell the lease without giving the first chance to the landlord to buy it.

2552. Anything else?—No.

2553. Will you be good enough to state who own the principal estates on the 7,000 acres of which you intend to speak?—Mrs. Gwyn, of Duffryn, Mr. Lloyd, of Cilbebyll, and Mr. Gough, of Ynys Cedwyn.

2554. What is paid to outgoing tenants for tenant right or goodwill?—Something small in respect of crops and manure.

2555. What improvements are made by the landlords?—Only as a rule in buildings.

2556. Do the tenants effect much improvement?—Not to the extent they used to.

2557. If landlords make improvements do they charge any per-centage for doing so?—Yes.

2558. What is the general sum charged?—About 5 per cent.

2559. Is an allowance given to tenants for cartage or hauling?—No, not a halfpenny, and even if they leave in a few years.

2560. Have rents been raised to your knowledge, within the last 30 years?—Yes.

2561. Have you ever known rents to have been raised on the improvements made by tenant farmers?—Yes.

2562. Have any permanent reductions in the neighbourhood been made to your knowledge?—No reductions.

2563. Abatements?—During the last half year.

2564. To what extent?—About 10 per cent.

2565. Are the tenants required to render other services than payment of rent?—Not to the extent they used to; they want a little yet.

ee 24,144.

2566. What kind of extra service is required?—I can mention, as an instance, that I have kept two horses and a cart for a week to work for my landlord in the winter.

2567. How long ago is that?—Less than 20 years ago.

2568. What sort of work was that—drawing coal, or what?—Carting manure and soil.

2569. Have the tenant farmers as a rule to borrow money to pay their rents?—It is a common thing.

2570. Do you know anything about consolidation of farms?—Yes.

2571. Has that led to any hardships?—Not that I know of, not that I can prove.

2572. I will ask you a question or two about cultivation. What is the quality of the land in your district?—Take it altogether it is exceptionally bad land.

Chairman—continued.

2573. Are any farms to your knowledge going out of cultivation?—Yes.

2574. Do I take it from you that going out of cultivation means being put under sheep?—They do not produce so much, and the number of sheep is something similar now in most places to what it used to be; they have not become sheep walks.

2575. Are there any farms to be let in your neighbourhood?—No.

2576. Do you consider the land is improving or deteriorating?—Much worse.

2577. Did you understand the question: the land does not produce as much as it did formerly, owing to the cultivation being inferior?—Yes.

2578. Has there been any land reclaimed by the tenants within late years?—Not during the last years, but it has been the case, and to a great extent.

2579. Who claims the mountain land in your neighbourhood?—The same owners as the owners of the farms.

2580. May I take it from you that the rights of pasturage add to the value of a holding?—They take the two together—the mountain land and the farms.

2581. Is there much game in the district?—Yes, a good deal.

2582. Are rabbits preserved?—Yes, by most of the big landowners.

2583. Are there any complaints against the gamekeepers?—Yes, continually.

2584. What complaints?—Trespass, and there is a straining of the connexion between tenant and landlord.

2585. Have you ever known a farmer ruined by game?—If this is proof, that the owner has sold him up, after having complained all his life about the game.

2586. Can you give any instances of that?—Yes.

2587. Will you name them?—I am willing to give it to the Commissioners in writing.

2588. But you are not empowered to state it in an open room?—No, many a farmer is afraid of saying what is right here.

2589. I understand you to say that they refused to give their names?—They have given me their names, but not to give to the public.

2590. We will reserve that point for the present. Is it your opinion that the game laws should be abolished?—Yes.

2591. Do you agree with the evidence which we have had very fully given us about the farmers and their children working on the farms?—Yes, if they are without pay.

2592. That tenants could not pay children's wages and the landlord's rent as well. Is that your opinion?—Yes.

Chairman—continued.

2593. Have you ever known children away from home assist their parents to pay the rent?—Yes.

2594. How much per cent. do you think labour has advanced?—May I ask how long ago you want it?

2595. Say in the last 20 years?—They have not gone up so much during the last 20 years.

2596. The last 50 years?—During the last 50 years they have gone up 75 per cent.

2597. Has the number of labourers decreased?—Yes.

2598. For the reason that farmers cannot afford to pay these high wages?—Yes.

2599. Are the labourers' cottages in pretty good repair?—There are only a few labourers there, and those are mostly employed by colliery companies and landlords.

2600. Now about small plots of land for allotments. Are they easy to obtain in your district?—Yes, but for a price.

2601. Is that price considered excessive?—Yes.

2602. What do you calculate that agricultural produce has fallen during the last 20 years—what per-centage do you put upon it?—Comparing everything, about 40 per cent.

2603. About 40 per cent. in the last 20 years?—Yes.

Adjourned for a short time.

Lord *Kenyon*.

2604. You say you represent a committee of farmers in your district. Will you say how many that committee consists of?—They vary, sometimes more and sometimes less in the committee.

2605. What is it at the present time?—A sub-committee was appointed, and that is the committee that has been doing the work lately.

2606. Would you say that you represent the majority of farmers in your district?—Yes.

2607. What size farm do you rent?—568 acres.

2608. What rent?—71*l.*

2609. How much of that is sheep walk?—That is more than I can say, because I have never had it measured separately.

2610. The whole farm, including sheep walk is 568 acres?—Yes.

2611. Can you tell me approximately, roughly speaking, how much the pasture and arable land consist of?—They vary from one year to the other.

2612. You cannot give any idea. I want to know how much that is in proportion to the sheep walk, as near as I can get at it?—The arable this year is about eight acres.

Lord *Kenyon*—continued.

2613. And the good pasture?—About 60 acres of hay.

2614. And grazed land?—That is a question I cannot give an idea about.

2615. You have stated that you have sometimes, within the last 20 years, had to do some service for your landlord. Can you tell me what was the service you were doing for your landlord when you were keeping two horses and a cart for a week?—Carrying manure and cinders.

2616. To improve your own holding?—No, to improve the land of the landlord.

2617. Absolutely unconnected with your own holding?—Yes.

2618. Is your house a good one?—Yes, it is considered so in the neighbourhood.

2619. Have you any complaints to make about your buildings?—I have had to pay for some of them myself.

2620. Are you under the East Glamorgan custom or the Agricultural Holdings Act, or any other custom?—My landlord has contracted himself out of the Agricultural Holdings Act. The Act was in operation in 1875. See 24,15

2621. He cannot contract himself out of the Act of 1883?—That is more than we knew until now.

2622. Did you put up the buildings on your own farm with the consent of the landlord, or without?—Sometimes when the landlord came by, I had to ask his consent.

2623. Did he give it?—Yes.

2624. Are you under an agreement?—No, only verbal.

Mr. *Brynmor Jones*.

2625. You say you are only under a verbal agreement. That is a tenancy from year to year, I suppose?—Yes.

2626. Is there any ordinary or customary understanding as to any compensation for the tenant?—For permanent improvements?

2627. No, not necessarily for permanent improvements?—Only what happens between tenant and tenant. We have no other custom.

2628. Do you know what the custom of Glamorgan, as prevailing in the Vale of Glamorgan, is?—According to the book of Daniel Owen.

2629. Does the book of Mr. Daniel Owen correctly represent the relationship in the Swansea Valley?—The custom that we have and the custom that obtains in the Vale of Glamorgan is quite different.

2630. Is there any custom incident to your tenancy from year to year?—In connexion with the landlord?

2631. As between you and the landlord?—To pay the rent is the great custom.

2632. As between you and the incoming tenant?—In connexion with crops and manure.

2633. Will you tell us, supposing you had notice to leave, what would you expect from an incoming tenant with regard to crops?—To be paid for the seed and for the work that had been done in connexion with it.

Mr. *Brynmor Jones*—continued.

2634. And as to manure?—Full value for the first year.

2635. Would any compensation be given by the incoming tenant. I will put it in this way: would any compensation or payment be made by the incoming tenant to you in respect of improvements to fences, gates, roads, and so on?—I could not claim anything.

2636. Then the only thing you could claim from an incoming tenant would be in respect of the growing crops and in respect of manure?—That is all I could claim.

2637. Do you know what the custom of Glamorgan is, according to Mr. Daniel Owen's book?—I have read the book.

2638. Do you think that your position would be improved if that custom applied to your holding?—It would be better than what we have now, but it would not be good enough.

2639. You have told us what you think to be your rights under a tenancy from year to year, but have you read the Agricultural Holdings Act, 1883?—Yes, but that only lately.

2640. I suppose your evidence is given without reference to that Act really?—I was offered the Act when I wanted to leave three years ago.

2641. According to your notion of the terms of your tenancy from year to year, how much notice is the landlord to give you?—12 months.

2642. But is not that under the Agricultural Holdings Act?—I have been led to understand that it is.

2643. Apart from the Agricultural Holdings Act, it would be six months' notice, expiring on the ordinary day of the commencement of the tenancy, would it not?—That is the old custom.

2644. I have not quite gathered from you, Mr. Rees, where Hendre Caradog is in the Swansea Valley. Where is Hendre Caradog. Which is the nearest town?—Neath is the nearest town.

2645. How many miles are you from Neath?—About six.

2646. How far from Clydach?—About five miles, as far as I can say.

2647. Are you somewhere on the Swansea Valley line of railway?—About a mile on the right-hand side.

2648. Then is it the parish of Cilbebyll?—Yes.

2649. Is your farm situated in the valley chiefly?—No, on the bank above.

2650. On the slope of the mountain?—Yes, it goes to the furthest point of the mountain.

2651. Does any part of your 560 acres include the top of the mountain?—A very extensive portion of it.

2652. Is that portion of your holding, which extends to the top of the mountain, properly enclosed?—No.

2653. What is the extent of the holding that is enclosed?—I cannot say.

2654. Is it half of what you have got unenclosed?—Barely.

2655. It is more than a quarter then, I gather?—Yes.

2656. In that case you have more than 100 acres of enclosed land?—Yes, but you must understand that the soil, the land that is enclosed, is quite as bad as the land that is unenclosed.

2657. So that you do not put it under the plough?—Not now to the same extent as we used to.

2658. How many acres do you usually mow for hay?—About 60 in the latter years.

2659. What is the name of your landlord?—Herbert Lloyd, Esquire.

2660. Is Herbert Lloyd the lord of the manor?—No.

2661. Who is the lord of the manor in which this farm is?—Those are things that have been totally abolished in our district for many years, and we never hear of them.

2662. Is there no common ground or public ground of any kind in your neighbourhood?—No, none that the landlord has not claimed.

2663. Which is the nearest village to your farm?—Pontardawe.

2664. How far is Pontardawe from you?—I have not got the milestones, but I can give you an idea.

2665. What is your idea?—Three miles.

2666. What is the kind of farmhouse that you have got?—It is considered very fair in the neighbourhood.

2667. How many rooms have you got?—Four downstairs and four upstairs.

2668. Do you employ any labourers?—Yes.

2669. Are they farm servants living in your house, or do you employ them outside?—In the house.

2670. How many?—One.

2671. What do you pay him?—30*l.*

2672. Does he live in the house?—Yes.

2673. Do any of your children help you in the cultivation of the farm, or, rather, in the carrying on of the farm?—I have only one, and she is too little.

2674. When did you first of all come to this particular farm?—It was there I was bred and born.

2675. Was your father a tenant before you?—Yes.

2676. And your grandfather?—Part of his time.

2677. As far back as your can go, have your ancestors been connected with farming in this neighbourhood?—So far as my memory serves me.

2678. How far can you say roughly?—The oldest that I remember is my grandfather.

2679. Have you heard tell from your grandfather of his father being there?—Yes.

2680. And they have always been about Cilbebyll, so far as you know?—No, they have not.

2681. Will you tell me when your committee first met?—On the 19th April.

2682. How many were present then?—I cannot give the number.

2683. Roughly about how many?—From 40 to 50.

2684. About how many farmers are there in Cilbebyll parish?—I cannot give the number.

2685. Were they nearly all at the meeting?—Not from Cilbebyll.

Mr. *Brynmor Jones*—continued.

2686. From where in your district did the 40 or 50 come?—From the neighbourhood all round.

2687. From Dulais Lower and from Llansamlet?—Yes.

2688. From Blaen-honddan?—Yes.

2689. And Duffryn Clydach?—I cannot say that.

2690. From Dulais?—Yes.

2691. From Dulais Higher and Lower?—Yes.

2692. Taking those districts or parishes, as I understand they are, were the 40 or 50 fairly representative of the farmers?—They knew the circumstances of the farmers of the neighbourhood.

2693. And they appointed a sub-committee? Yes.

2694. You were appointed by the sub-committee to give evidence?—Yes.

Mr. *Griffiths.*

2695. Did we quite understand you just now. You said tenants were compelled to leave their farms in thorough repair, and they did not receive the farms in repair when they went into them?—That clause is in the lease as a rule.

2696. Were not the tenants to blame for taking the farm in that way?—They have seen that by this time.

2697. Do not tenants often take farms out of repair, and at too high a rent, with the view shortly to apply for a reduction of the rent?—I do not know of a single instance.

2698. Again, you said with regard to the gamekeepers, that they often strained the good relationship which existed between the landlord and the tenant. In which way did you mean that?—The keepers, if we ask them not to trespass, threaten us with the landlord.

2699. Do they keep sheep dogs?—Yes, and a good many of them have been killed.

2700. Are there a good many farmers in your neighbourhood who insure their lives?—They are thinking of living and not of dying.

Mr. *Richard Jones.*

2701. Is your farm an upland farm, Mr. Rees?—Yes.

2702. You stated to Mr. Brynmor Jones that you varied the amount of arable land. What was the reason that you varied?—Exactly as I see that I can carry out the work of the farm.

2703. Did it depend to any extent upon the price of the produce?—Yes.

2704. Do you raise any wheat?—No, not now.

2705. Used you to do so?—Yes.

2706. When wheat paid was there a reclamation of land going on?—Yes.

2707. Do you use any artificial manures?—Yes.

2708. What sort?—Basic slack for the most part.

2709. Does your landlord, or any other landlord in the neighbourhood encourage field experiments with manure?—No.

2710. Do you carry on any dairywork at your place?—I make butter, but I do not make cheese.

2711. How do you dispose of the butter?—I go along the road and ask anyone I meet if they want butter.

Mr. *Seebohm.*

2712. You stated that you thought land had deteriorated that it no longer produces as much as it did in the old times. That is so, is it not?—Yes, and I say so again.

2713. Is it possible that that may be partly the result of the smoke and gases from the different works around?—I cannot prove anything of the kind.

2714. Is your own district one in which there are many of these works?—Not near.

2715. But in other parts of the country, where there are works of a deleterious character, would they not spoil the produce of the land?—So far as I can understand from what farmers have told me, yes.

Mr. *Grove.*

2716. As to cottage accommodation, is there sufficient cottage accommodation on the farms in your opinion?—There are no labourers there; there are only two servant men in two parishes.

2717. Do you make use of the railway at all in taking your produce?—Not to a great extent.

2718. Do you find the railway rates are heavy when you do use the railways?—So far as I can hear they give a better chance to the foreigners.

2719. As to farming accounts and diaries, is anything of that sort kept to your knowledge?—No, I cannot say that they keep them systematically.

2720. Is there any co-operation amongst farmers, to your knowledge, as to the purchase or sale of produce in any way?—Nothing of that kind.

2721. Is there any general advantage taken by the farmers of benefit societies locally?—There used to be in the old times, but they have almost entirely ceased to do so now.

2722. Why has it gone out. If there was a benefit to be received, why do they not try to get the benefit now?—In truth, we have not any money to spare.

Professor *Rhŷs.*

2723. You have no agreement, but a verbal one at present?—Yes

2724. If you had an agreement in English it would not be of very much use, would it?—I prefer to have it in Welsh.

2725. Do any tenants have their agreements in Welsh, do you know?—Not that I know of.

2726. Would they have them if they requested the landlord, do you think?—I do not think it has been ever tried.

2727. I think you say that you do not know very much about the Agricultural Holdings Act. Is that to be got in Welsh, do you know?—It is only in English that I have seen it.

2728. If it could be had in Welsh, you would probably have read it and studied it, would you not?—I daresay I should have made more of it.

Sir *John Llewelyn.*

2729. In your opinion could the mountain land be used to any better advantage than it is now?—Yes, I could improve a lot upon it.

2730. There is a large quantity in your district, is there not?—Yes.

2731. Has there been any abatement in the rent locally besides your own farm?—I have not had any.

2732. Generally about that district?—They received a little last season.

2733. That would be an abatement, not a permanent reduction?—Yes, an abatement.

2734. Was any notice given of that?—No one received such a notice to my knowledge.

2735. Do you know of any land that has gone out of cultivation?—Yes.

2736. It is now absolutely vacant?—I mean this, that in cases where they used to keep 18 cows they only keep seven now.

2737. You do not mean that there is any land unlet?—No.

2738. Do you know of any waste land that has been reclaimed?—Yes, in the old times. That is not very lately.

2739. How long ago?—Less than 30 years ago.

2740. If there was a fixity of tenure, do you think that the tenant farmers would reclaim more land than they do now?—I believe that if there was security they would get something from their labours, they would do so.

2741. Has any application been made to any of the landlords, to your knowledge, to do that permanent improvement?—No.

Chairman.

2742. I have two or three questions which have been handed in. First, there is this question from Mr. Vincent. In what way do you suggest that to say any man has been sold up can injure him at any time subsequently?—Because he does not have a further chance in that direction.

2743. Do you know anything personally about the working of the Duffryn estate?—Yes; I have some idea.

2744. These are not questions from the Commissioners, but questions from Mr. Vincent. Do you know that permanent reductions have been made on the Duffryn estate to the extent of 8 per cent.?—It has been given to the new tenants.

2745. Was the last abatement on that estate 10 per cent.?—Yes, on condition that they had paid up all their arrears.

2746. Is not it the fact that on the Duffryn estate interest is seldom charged on money expended or upon improvements?—In some exceptional cases the tenants have to pay on their own improvements.

Professor *Rhŷs.*

2747. In exceptional cases?—It sometimes happens that the tenant pays on his improvements.

Chairman.

2748. Are there some English farmers on the Duffryn estate?—Yes.

2749. If so, do you think that the Englishmen came to Glamorganshire because the conditions of tenure are better than in England?—Some Englishmen have come to Glamorganshire in this way: they have seen that the acreage is large and that the money is small for it.

2750. Are you aware that families stay many years on the Duffryn estate?—Yes.

Mr. *Brynmor Jones.*

2751. You say that some Englishmen have taken farms upon the Duffryn estate?—Yes.

2752. To what religious body do they belong?—The Church of England.

2753. Do you know their politics?—I cannot prove that.

Mr. *Richard Jones.*

2754. How did these Englishmen know that the farms were vacant?—They were in that neighbourhood for many years.

2755. They had not come from England for that purpose?—That was their beginning.

Mr. *Brynmor Jones.*

2756. I understood that those people had come from England in order to farm in Wales. Is that so, because it makes a good deal of difference to the point?—I cannot prove that they did that.

2757. So far as you know the Englishmen in question are people who have been living in the neighbourhood of Neath?—Yes.

Sir *John Llewelyn.*

2758. Can you say that these people were put into the farms because they were churchmen?—I cannot prove that; it happens to be so.

Chairman.

2759. These are questions put by Mr. Hall. Do you know of instances where tenants have been promised compensation for damage by game and have not received anything?—Yes, I do.

2760. Do you know of land being taken from a tenant for game rearing without consent or notice?—I know of part of farms being taken away.

2761. Can you produce any instances?—Yes, my nearest neighbours.

2762. On whose estate?—On the same estate as I am.

Chairman—continued.

2763. You understand these are all Mr. Hall's questions. Do you know of dogs being poisoned?—I know of a good many more that have been poisoned than have not been poisoned.

2764. By whom?—We cannot prove it.

2765. Do you know of horses being buried alive owing to colliery operations, and has any compensation been paid to the tenant for the loss?—They have been paid in this way, that there was a public subscription on their behalf.

Chairman—continued.

Lord *Kenyon.*

2766. Was there any compensation asked for?—They sent the book of public subscriptions to the master.

2767. There was no compensation asked for first?—No.

2768. They started with the book?—Yes.

The witness withdrew.

Mr. Jenkin Davies called and examined.

Chairman.

2769. Where do you live?—Penygraig.

2770. In the same district as the last witness?—The other side of the river.

2771. How far off is your occupation from the occupation of the last witness?—Between four and five miles.

2772. Are you a tenant farmer?—No, not now.

2773. You have been a tenant farmer?—Yes.

2774. Under what landlord did you live?—Henry Nathaniel Miers.

2775. What is your occupation at present?—Farmer.

2776. You farm your own land?—Yes, the same land, but I bought it.

2777. Yes, you are a freeholder?—Yes.

2778. You have heard the evidence of the last gentleman. Will you tell us whether you agree with it on the whole?—Yes, with much of it; but my circumstances are different.

2779. Do you know anything of instances where rights of common belonging to the public have been disturbed?—Yes, to some degree.

2780. Is it a fact that your father rented a strip of common land for 5*s.* a year, the rent of which is now 4*l.* 1*s.*?—It is a fact that we, the children, pay 4*l.* 1*s.* for land that my father only paid 5*s.* for.

2781. Will you tell us how that came about?—I cannot quite find out the exact date, but my father built a house on a strip of waste land, a kind of quarry that had slipped down, with the consent of the lord of the manor, to whom I paid 5*s.* a year. The Duke of Beaufort was the lord of the manor.

2782. Can you trace this history a little further?—My father had not a lease of it; he failed to get one; he left it to us, but when he died there had been four cottages built upon it.

2783. In addition to the one which was originally built?—Yes, but he divided the original one into two. After my father's death we went to ask for a lease of it—three of us children went. We had a lease for 60 years; we failed to get it for longer; one paid 30*s.*, the other paid 30*s.*, and the third paid a guinea. We had each a lease, three of us, for which we had to pay 7*l.* each. We had it measured, and we had to pay 30*s.* between us. I wanted to sell my house, and they wanted two guineas for the license of assignment. I have the receipts here, if you wish to see them, and the letter offering a license of assignment.

2784. I understand this charge to be a registration charge made by the landlord, so as to know absolutely who his tenants are?—My father had the plot for 5*s.* a year, and he left it to his children, and we applied for a lease, and that is what we had to pay for it before we could get it.

Mr. *Brynmor Jones.*

2785. Following the noble Chairman's question I see there is a covenant in the lease—"That the "tenant will not assign or let, or part with the "possession of the premises thereby demised, or "any part thereof, or any part of the term "hereby granted to any person or persons whosoever, without the like consent of the duke, "his heirs or assigns"?—I applied for consent, and the letter that I received in answer to it, has been handed in.

2786. That was from the solicitor of the Duke of Beaufort?—From the agent.

Chairman.

2787. This explains it, I think. The agent writes: "I do not think there will be any "difficulty as to your assigning the lease of "your premises. The Duke of Beaufort signs "the license, which is endorsed on the lease "and counterpart, and his solicitors charge two "guineas for preparing the license." That, I think, explains the charge of two guineas; it is the usual charge, in fact, is it not?—No, I have had an assignment for nothing, and I have paid half a guinea for another.

Mr. *Brynmor Jones.*

2788. Is it not the case that a great many agents do charge some fee for the consent of

Mr. *Brynmor Jones*—continued.

their clients to an assignment?—I am not aware that it is so.

2789. While we are upon this, may I ask you whether or not there is a covenant in this lease, that they will build a house within a certain time?—I have built a house, worse luck!

2790. We are not doubting your story, so far as you have gone, but we should like to have it explained. This is the clause in the lease: "And "the said lessee doth hereby for himself, his "heirs, executors, administrators, and assigns, "covenant with the duke, his heirs and assigns, "that he, the lessee, will, during the said term "pay the rent, and he will pay and discharge"—a lot of taxes—"and he will, within the period "of 12 calendar months from the date of these "presents" (that is the date of the lease), "erect, "build, and finish fit for occupation, with the "best materials and good workmanship, one "substantial messuage and dwelling-house, to-"gether with all other suitable sanitary matters "as by law required, and to the satisfaction of the "surveyor of the duke"?—That has been built.

2791. But do you say there were other buildings on the ground at the time?—That is part.

2792. The lease you have handed in is an ordinary building lease, with the ordinary covenants and clauses in it?—I have never seen anything like that before in any other lease.

2793. The words are the common form; they are in every lease that one has seen, in one form or another?—It is not usual to give a 60 years' lease in the neighbourhood.

2794. Do you say it ought to have been 99?—I wanted it for 99.

2795. This is nothing to do with the ground on which your father built. There is a little map on which I do not find any buildings marked at all?—It is since that lease has been drawn up that the house I have has been built.

2796. What has this lease to do with the complaint you are making with reference to the action of the Duke of Beaufort on the ground on which your father built?—You asked if the common rights had been disturbed.

Chairman.

2797. I asked about the strip of common land. Is that the strip of common land?—Yes, that is part of the common.

Mr. *Brynmor Jones.*

2798. This is a part of the common land?—Yes, it has been.

2799. Do I understand before you got the lease from the duke you had been in the habit of occupying this land for your own purposes?—He used to pay 5*s.* a year.

2800. I understand you to say that this bit of land which forms the property demised by this building lease was part of the land in respect of which your father paid 5*s.* a year rent?—Yes.

2801. Have you never seen any other building lease. Is this the first building lease you have taken?—No.

Chairman.

Is anyone here representing the Duke of Beaufort?

Mr. *Glynn Price.*—Yes, I represent the Duke of Beaufort. I am his agent.

Chairman.

Will you take a seat here and listen to this evidence?

Mr. *Brynmor Jones.*

2802. Has any charge been made beyond the usual charge made by agents and solicitors to assign?—It is higher than I have ever heard of before.

2803. Is it not usual to charge a guinea for this kind of consent?—I have had two licenses of assignment before, and I paid nothing for the first and half a guinea for the second. I was only answering the question about the disturbance of common rights.

Chairman.

Mr. Price, do you wish to put any question about this. Is it the general practice on the estate to charge two guineas?

Mr. *Glynn Price.*—Yes.

Mr. *Brynmor Jones.*

Did you hear the first part of the evidence of this witness?

Mr. *Glynn Price.*—Yes, I did.

Chairman.

You have no question you would like to send in in writing?

Mr. *Glynn Price.*—No, I do not think so.

Chairman.

2804. Do the landlords make improvements in your neighbourhood?—So far as I am personally concerned the landlord has done nothing.

2805. If they do, do they charge anything on improvements?—My landlord asked me five per cent. if he built on my land.

2806. Have the rents been raised during the last 30 years, and if so, how much?—They have been raised from 30 to 40 per cent.

2807. In the last 30 years?—I cannot go back 30 years.

2808. Do you know of instances where the rent has been raised on improvements made by the tenant?—Yes.

2809. Can you name any instances?—Yes.

2810. What are they?—There is a farmer living near me, and I asked him if he would consent to give his name.

Chairman—continued.

2811. What is his name?—Rees Morgan, of Heolddu.

2812. What does he say?—He has had a rise once, and another time they took a meadow of six acres away from him.

2813. Did they reduce his rent?—No.

2814. Who is the landlord?—Howell Gwyn Jeffreys, Esq.

2815. Do you know of any temporary abatements of rent?—No, I do not. That farmer had 1*l.* last year.

2816. Do you agree with the statements that farmers have often to borrow money to pay their rents?—I know of farmers who have done that.

2817. Do you agree with what the other witnesses have said that some land in the district is going out of cultivation?—Yes, to a degree.

2818. That farmhouses are falling into ruins?—Yes, some of them have.

2819. Much of it is deteriorating because rents are too dear and labour too high?—Yes, from what I can understand.

2820. Do you complain of the game laws?—Not on my land, but on the land of those people who live near me.

2821. Not in your own instance?—Not in my own instance.

2822. Do you know of any farmers who have bought their own holdings like yourself?—Not in our parish.

2823. Is the interest on the purchase more or less than the rent generally asked?—The interest is bigger, but anyway, I was compelled to buy the land.

2824. What was the reason you bought your land?—I was asking my landlord for a building, and I could not get it. He wanted to make an agreement with me, that if I spent 300*l.* in building he would give me a 21 years' lease and 3 per cent. on the outlay, and at the expiration of the lease that the land should go back to him. I took the agreement. After I had built the buildings, I applied for a lease, and I failed to get it, and when I was trying for the lease the mortgagee jumped in, and they wanted the building from me for nothing. I have the letters from Mr. Kempthorne, who was the agent for the landlord, and the solicitor for the mortgagee, and instead of giving me the 3 per cent. reduction, they asked me for the original rent. I refused to pay it the first half year, and I received letters threatening to distrain on me for my rent. The second half year I offered the rent with this 3 per cent. reduction, and they refused to receive it. I waited the third half year. I offered it then, and they refused it, and threatened me with the bailiffs. I put the matter in the hands of Mr. Bishop, who corresponded with them. Then they wanted to come and meet me and arrange about dividing the houses, and I refused. They offered to sell it to me then, but they would not receive my rent, and they wanted 1,500*l.* for it, and 22*l.* was the rent after the reduction. I was offering them 1,000*l.*; they said they could not do it, and we all parted, and nothing was done that day. They sent another letter to me, asking me to go there, and I went, and we agreed, and I had to pay 1,125*l.* for it.

Chairman—continued.

2825. You agree to all you have heard about the farmers' children. Of course you agree with that?—I know that the children of farmers in my neighbourhood work, and work for nothing according to the evidence, I hear. There are many children working in the works whom I can prove to be helping their parents to pay their rents. There is no servant man being paid by any farmer in the parish—unless it is for the horses which work in the woods or in the collieries.

2826. Is there a sufficiency of labourers?—At present there are sufficient, but there is not enough money to pay them.

2827. In what condition are the labourers' houses in the district?—There are not any labourers in cottages who work on the land in the parish, so far as I know.

Mr. *Richard Jones.*

2828. It was a complaint in Cowbridge in particular that there was a great scarcity of maid servants in that district?—With regard to the maid servants the case is the same with us. At present I have no maid servant; I and my wife do everything belonging to the farm, but we have had a permanent labourer to do improvements since I bought the farm—to drain the land and to reclaim those parts which were not worth anything when I bought it. I have opened about 3,000 yards of gutter, from one yard to nine feet in depth. I have closed about 1,600 of these gutters.

2829. Where maids are employed what are their wages?—A good servant girl 15*l.* 12*s.* a week I pay the labourer whom I have had since I bought the farm. I did not have a labourer before I bought it.

2830. Do you go in for dairy work?—I make butter, but I do not make cheese, because I cannot sell it. There is no sale for Welsh cheese, and the hands are few for making it. I ought to say that with regard to Mr. Rees Morgan, the sub-agent, he offered me last autumn an agreement something similar to what is usually given to the tenants of Sir John Llewelyn. I refused to sign it, and the agent said if I did not sign it I should receive notice, and I did receive it. He withdrew the notice in two months, and not one of the tenants of Mr. Howell Jeffreys consented to sign the agreement. I have the copy here.

Mr. *Griffiths.*

2831. You said there was one cottage built by your father. Who built the other three cottages?—My father had to leave his holding once because he refused to accept the rise which they tried to force on him. The rent at that time was 18*l.* with the land tax, and they wanted 40*l.* My father left his holding, and it was then that he built this house on the common

Mr. *Griffiths*—continued.

land to go to live in it. The two tenants who succeeded my father agreed to pay 40*l.* for it. They could not get within any distance of paying the rent, and both died on the parish—paupers. When these two failed to make the thing pay they sent the offer to my father, who had been working as a collier underground for eight years to take back the farm again. He was not willing to go, but they pressed him. Mr. Stroud, the banker, did it; he did go back in the end, when Mr. Stroud said he would help him well. He was an excellent master as long as he was alive, but he was drowned here on the sea shore. My father accumulated the little capital he had when he was a collier underground.

2832. I suppose you fed the labourer to whom you paid this 12*s.* a week?—Yes, I fed him as well.

Mr. *Brynmor Jones.*

2833. As to the circumstances under which you bought your land, I do not think we have all the facts before us to enable us to pass a judgment on that matter. Did you become tenant under a written agreement to Captain Miers?—Yes, I have it here. It was a written agreement.

2834. What was the rent written in the agreement?—Here it is for you to see. (*The witness handed in an agreement.*)

2835. Does it give the date?—Everything is there for you to see.

2836–7. I see this is a letter from Captain Miers, of Ynyspenllwch, dated the 21st October 1885. Had you been in possession of the farm before this date?—It was there I was born and bred.

2838. At Penygraig?—Yes.

2839. Was your father then alive, and was he a tenant on the 21st October 1885?—No.

2840. When did your father die?—Eleven years ago.

2841. Where had you been between 1885 and the time that your father died, 1882?—Stopping in the place.

2842. Did you pay then for it?—Yes.

2843. What rent did you pay then?—31*l.*

2844. He wrote the letter offering you a lease for 22*l.* He said "In consideration of "your rebuilding the farmhouse and outbuild-"ings at Penygraig, at a cost not exceeding "200*l.*, I will give you a usual farm lease for "21 years at a reduced rent of 22*l.*"?—I was not used to building, and he asked me to build a house, cow-house and stable, and a cart house, and they cost me over 300*l.*

2845. You began building on the terms of this letter, as I understand it?—But there was a lease promised me immediately after.

2846. I know, but did you begin building before the lease was given?—I never had a lease at all. They refused to give it to me when I asked for it.

2847. Then you began building upon the strength of this letter?—Yes, because there was a lease in promise.

Mr. *Brynmor Jones*—continued.

2848. In doing the buildings which you and your landlord jointly thought of, you expended a great deal more than the 200*l.* mentioned in this letter?—He stipulated that I should build the four different buildings, and he stipulated, too, that I should not expend less than 200*l.*, and I was determined to spend not more than 200*l.*, but when the thing was done I found it was more.

2849. But he says that you are to do certain things "at a cost not exceeding 200*l.*," that is, at a cost less than 200*l.*; but what you say is at a cost of not less than 200*l.*?—Not less than 200*l.* I understood it to be. That was the conversation between us.

2850. Then, in fact, I understand, that when you did commence the buildings, somehow or other you went beyond the margin of 200*l.*?—Yes, but he was asking me for those different buildings, one apart from the other.

2851. I am not suggesting you have done anything wrong. I want to get at the facts?—That does not comprise the haulage, which was outside the agreement altogether.

2852. You refer to this letter as the agreement, and there is not a word about haulage so far as I can see?—There was a conversation between us apart from that letter.

2853. I think you wish the Commissioners to understand that you did expend about 300*l.*?—Yes.

2854. Had you, when you applied for the lease or the proper legal agreement which is mentioned in the letter, finished all the buildings?—Yes, I had finished.

2855. If you had complied with this letter, as I understand it, you were entitled to a lease for 21 years at 22*l.* rent?—Yes.

2856. Now, what was the answer that the solicitor gave you?—It was to Mr. Miers I spoke. Mr. Miers said I should get the lease, but I did not get it, and I paid the rent for about two years

2857. Which rent?—The 22*l.*

2858. To whom did you pay that rent?—To Mr. Miers, and then about two years afterwards the mortgagees stepped in.

2859. Did you apply to the mortgagees for the lease when they took possession?—Yes.

2860. Why did you not enforce the claim against them?—The lawyer told me that I ought to be thankful that I had fallen into the hands of lenient clergymen of the Church of England, that they could not give me this, that they wanted 31*l.* for it, and I have letters from them here.

2861. Do you mean the mortgagees in possession from Captain Miers demanded the original rent of 31*l.*?—I have the letters under their hands in my possession.

2862. You can tell us the effect of them. We cannot go into all the details of this?—They demanded the original rent, and I refused to pay for the first three half years, and they demanded the same thing each time refusing the reduction, and saying that they would send the bailiffs.

Mr. *Brynmor Jones*—continued.

2863. Why did you not take legal advice, Mr. Davies?—How was I to fight such powerful people as that?

2864. According to your own showing you had become a tenant from year to year, paying 22*l.* a year. You had paid the 22*l.* a year for two years, as I understand?—Yes, I paid them to the landlord; but I had not paid them to the mortgagees, and they refused to take it.

2865. Do you know whether the mortgagees had consented to the lease or not?—The same man acted as the agent for the landlord and the solicitor for the mortgagees, and it is my belief he must have known about it.

2866. Of course it is a very difficult question whether constructive notice of the solicitor under those circumstances would operate, you do not know yourself whether the mortgagees had consented?—No, I could not say. It was the same man who received my rent.

2867. You said something about a clergyman as I understood you. I suppose that is not in his capacity as clergyman?—The two mortgagees were clergymen.

2868. In the long run, to terminate this dispute, you bought it at 1,125*l.*?—Yes.

Lord *Kenyon.*

2869. Do you think you are better off as a freeholder than you were as a tenant farmer?—I feel I have bought my liberty, and I can make the improvements I like and expect to get the benefit. I have already spent 200*l.* or 300*l.* on improvements of the land since I bought it, and there are some present here to-day who have seen the improvements.

2870. Do you consider that your farm produces more now than it did formerly?—In my opinion, after a few years have gone it will produce twice as much; it has not had time enough.

2871. You are laying money by to pay interest which is greater than paying rent?—I receive money from other sources than from the land, or I would not have any money at all.

2872. What is the acreage of this holding?—58 acres.

2873. Middling land or bad land?—About half of it is peat, and the rest is pasture.

2874. Who built the other two cottages?—My father built the first, and then that was divided into two, and then he built two houses, and I built the last.

2875. Did your father receive any rent for any of those you built, or for half of the cottage he divided?—For everything except the house I built.

2876. He did receive rent?—Yes.

2877. Although he was only paying the Duke of Beaufort 5*s.*?—Yes. There is some glebe land which I should like to speak about near me. It is one of the nearest farms to me belonging to the Church of Briton Ferry. The tenant does all the repairs; he built a stable within my memory, and after building the stable his rent was raised 4*l.*, and he has to

Lord *Kenyon*—continued.

thatch the dwelling-house, and the cowhouse, and the barn—part of it every year. I have a brother who has been living on the land near me who signed an agreement with the master contrary to the custom of the land, and when he went out from his holding he was not allowed to sell any of the crop, if he would not leave all the manure on the farm without being paid for it—some 60 or 70 yards of dung,—and the master refused to buy the crop himself. That was last September.

Chairman.

2878. There are one or two questions handed in by Mr. Hall. Do you produce any tenants agreements. Are any clauses considered oppressive, and what clauses, if any, are considered so?—He is not allowed to sell the crops when he leaves the land, and the landowner refuses to buy the crops when offered to him. There is another agreement here in which the land is let to a brother-in-law of mine, whilst the game is let to other people.

2879. There is no objection to these names being taken down?—No, I am quite willing.

2880. Will you give me the names?—My brother-in-law is Wm. Bowen. He was paying 95*l.* for his land when he went in. He saw he had no prospect of being able to pay for it and he gave notice to quit. After the sale they offered him 20*l.* reduction, and he failed to pay for it then, and he left it there, and he has taken other land. When I saw him last he had not been paid for any improvements he had made or for any of the manure he had left behind him. I cannot say whether he has been since.

2881. On whose estate was that?—It is on that agreement. I believe there are trustees now.

2882. Arthur Gilbertson is the name?—Yes, that is the name of my brother's landlord, and the other agreement is my brother-in-law's.

Mr. *Richard Jones.*

2883. Could not an outgoing tenant claim any portion of the crop according to the custom of the country?—My brother had contracted himself out of the custom of the country before, and his landlord refused to allow him to sell the crop unless he left the dung to him unpaid for.

Chairman.

2884. That was an instance where the landlord prevailed upon the tenant to contract himself out of the custom of the country. That is a question put in by Mr. Hall?—From all we can understand from that agreement, yes.

2885. This is a question asked by Mr. Vincent. On what estates belonging to what owners do you say that farmhouses are falling in ruin?—On Cefn-eithrin they have been altogether decayed and the land has been put to other land adjoining that of my brother-in-law's.

Chairman—continued.

2886. On what estates, is the question?—On Mr. Grono's estate. The trustees have the names in the agreement.

2887. Are these farmhouses supposed to be inhabited, or they are the surplus houses of several farms consolidated into one?—The two Cefn-eithrin ones have been consolidated, and there are no buildings at all on one of them. The rent of one was 54*l.* and the other 68*l.*, but the one who paid 68*l.* had to quit, and now the two together are being let to other tenants for 75*l.*

Mr. *Grove.*

2888. I think you said there was no cottage accommodation for farm labourers in the parish?—I do not know of any.

2889. How many farms are there in the parish?—About 18 or 20. A case came to my knowledge last night in which a tenant had spent a lot of money in rebuilding the outhouses, and he has just received notice to quit and he got nothing for the haulage. He had notice to quit or to pay an increased rent.

2890-1. Will you hand in his name?—I will give it on the strength of the message I received last night. I have not got the authority to do so.

Chairman.

I think we had better not have any hearsay evidence.

Mr. *Richard Jones.*

2892. There is a clause in this agreement and I should like to know if this is usual in agreements in this district: "The tenant shall look "carefully after his sheep and shall prevent the "same from straying or committing a trespass, "and he shall not keep a bull during the said "tenancy"?—I cannot say.

2893. What is the object of inserting this clause?—Because the land adjoins that of the landlord, and because he wants to walk over the land.

Lord *Kenyon.*

2894. Does the landlord in those cases keep a bull for the use of the tenant?—No.

2895. Does the tenant keep any cows?—Yes.

2896. How does the breeding continue?—He must take the cows elsewhere. I have something else to say. There is a disease of horses about, and it is called the mountains disease. Farmers in our neighbourhood in one year have lost as much as 100*l.* through it, and have received no sympathy whatever from their masters in their infliction, and it is a thing which happens very often. William Bowen, my brother-in-law, lost three horses in September last.

The witness withdrew.

Mr. DAVID HARRIES called and examined (through an interpreter).

Chairman.

2897. You are a tenant farmer?—Yes.

2898. You live in the Swansea Valley?—Yes.

2899. In the same valley as the last two witnesses?—Yes, higher up towards the top.

2900. What is the name of your holding?—Brynllefrith.

2901. You are quite up in the mountains?—Yes, on the top of Llanguicke parish.

2902. How large is your holding?—148 acres.

2903. And you live under whom?—Miers *v.* Miers.

2904. You speak for the district contained in the upper part of that parish?—Yes.

2905. The tenancies are annual in most places?—Yes.

2906. Do you know of any cases where landlords have introduced into their agreements clauses waiving the Agricultural Holdings Act, 1883?—I had the offer of an agreement myself but I refused to sign it.

2907. Do you know of any tenants who have had to pay for goodwill on going into an old tenancy?—Yes, I do.

2908. I will read what you say in your statement and ask you to explain it: "I know of

Chairman—continued.

"one new tenant who had to pay 60*l.* goodwill "to the old tenant upon the value. The conse-"quence was that the farm had to be sold "publicly, or the consequence was that the "tenant had to pay the 60*l.* himself or buy the "farm himself"?—A man came from the Rhondda who wanted a farm, and he made an agreement with the occupying tenant to the effect that he would pay him 60*l.* goodwill and take the stock and the crop at a valuation, and in about three years after that the land was sold by public auction, and the man from the Rhondda who came to live there bought it himself.

2909. The consequence was that the farm was afterwards sold by public auction, and the tenant had either to lose his 60*l.* or buy the farm. What improvements do the landlords make?—Only on the building.

2910. What interest is charged in the rent on such improvements?—From 3 to 5 per cent., and nothing often.

2911. What compensation is made for the cartage?—Haulage free often.

2912. Have rents risen during the last 30 or 40 years?—Yes.

2913. Give any instance of that?—My farm.

Chairman—continued.

2914. Will you state your experience?—20 years ago it was 35*l.*, after that it has been 90*l.* until the year 1886, and it is 70*l.* now.

2915. It went up to 90*l.* at one time?—Yes.

2916. Do you know of a case where a farmer and his three sons worked to reclaim waste land?—I do.

2917. Are you able to state the names?—Yes.

2918. What was the name of the gentleman?—Thomas Griffiths, Pistyll.

2919. Who did he live under?—I cannot tell you the name. I believe it was Cuthbertson from Neath.

2920. Was the rent raised 20*l.* a year?—Yes.

2921. Was the land afterwards sold to another landlord?—Yes.

2922. Was any compensation paid to the tenant for the trouble of reclaiming that waste land?—No.

2923. Do you know of any cases of temporary abatement?—Yes, on Mr. Gough's estate during the last half year 10 per cent. was allowed.

2924. Do you agree that farmers have to borrow money to pay their rents?—Yes.

2925. What sort of land is it in your district?—It is high mountainous land.

2926. Is land going out of cultivation?—Yes.

2927. That is being put under sheep?—Yes, on lands which used to support several families, and in Clydd Fach 50 years ago more corn was raised than is raised in the whole parish now.

2928. Who encloses the land on the mountains?—Men from the neighbourhood, with the consent of the Duke of Beaufort.

2929. Who does that land belong to?—The Duke of Beaufort.

2930. Who pays for the enclosure?—Those who enclose it pay for the enclosure themselves.

2931. Then, they lose the right of running sheep on it?—Yes.

2932. Is game as a rule preserved?—Only on Mr. Gough's estate.

2933. Where it is not preserved, of course, the tenants have liberty to kill it?—Yes.

2934. Is the Ground Game Act of any use in the district?—No.

2935. What do you think of the game laws generally?—They ought to be abolished altogether.

2936. Do you know of any farmers who have bought their own holdings?—Yes.

2937. With borrowed money or with their own money?—Both.

2938. Does the interest generally come to more than the rent?—In some cases.

2939. Then, what made tenants buy their holdings?—For fear that they would be dispossessed of their holdings.

2940. Do you agree to what you have heard about farmers' children being very valuable on the farms?—Yes.

2941. Is labour scarce or plentiful?—Scarce.

2942. Are there any labourers' cottages?—Only the cottages of people who work in the works.

Chairman—continued.

2943. Are small plots of land for allotments or gardens easy to obtain at fair rent?—No it is not easy to have it on a very fair rent.

2944. It can be got at a price?—Yes, at a very high price.

2945. Who are the principal landowners in the district?—Mr. Miers; but Mr. Miers cannot grant leases, the estate is in Chancery.

2946. Have you any remedy to offer?—The big landlords do not wish the small landlords to sell. They are unwilling for the small landlords to sell land to build upon. I have one case especially: a road was going through the land of one landlord to the land of a small freeholder, and this small freeholder was about to sell his land, and one man was going to build upon it, and the agent to the big landlord sent a letter to prevent haulage towards the new building. See 5002–5063.

2947. Who was the big landlord?—Lord Dynevor, and the thing is still unfinished, although people who are now alive can remember the road for 48 years. There is a road going from one road to the other, and they cannot remember when the road was commenced. The right of road has existed there beyond living memory, or for 48 years.

Lord *Kenyon.*

2948. You say you farm 148 acres?—Yes.

2949. And your rent is now 70*l.*?—Yes.

2950. And you object to your rent being raised to 90*l.*?—It was 90*l.* when I went there.

2951. It was 90*l.* when you took it. You never paid 35*l.*?—No.

2952. It has been reduced since you had it?—It was the tenant before me paid 35*l.*

2953. Since you have held it it has been reduced, not raised?—Yes.

2954. Do you think you paid an extra rent on improvements made by the former tenant?—Yes, I know it; I paid an increased rent on the improvements that were made by the former tenant.

2955. Would not 35*l.* be a very low rent for that sized farm?—It would be something like right compared with what is paid for land in the neighbourhood.

2956. What sort of farm is your farm. How much of this sheep walk or rough land is there?—It is land almost surrounded by mountain.

2957. How much pasture?—54 acres.

2958. Any arable?—About 29 acres.

2959. What is the rest?—Very poor meadow land.

2960. Do you mow it?—Yes.

2961. For hay?—Yes.

2962. You said you refused to sign an agreement?—Yes.

2963. Why?—Because he was refusing to grant the benefit of the Agricultural Holdings Act.

2964. You mean there was a clause in the agreement evading the Agricultural Holdings Act?—Yes, the Act of 1883.

Lord *Kenyon*—continued.

2965. Were you not aware that that was an illegal clause?—No, because it was from a lawyer that I had it.

2966. Then you spoke about enclosure by men in your neighbourhood. I do not quite understand what you mean by men in the neighbourhood?—Tenants who lived in cottages near.

2967. Had these men a right of sheep walk on the mountain before?—Yes, but they did not keep sheep, although they had the right.

2968. The lord of the manor gave them leave to enclose portions of this mountain?—Yes.

2969. You said you thought that freeholders were better off when they bought their holdings, even with borrowed money, than if they paid a rent?—Yes.

2970. Would you pay a higher rent, or would you think it possible to pay a higher rent, if you had some fixity of tenure?—I should have a better chance; it would be too dear as prices are now.

Mr. *Brynmor Jones.*

2971. I do not quite understand about this common or waste land. Do you know the name of the manor in which the common land that you are referring to is situate?—I live in the manor of Cae Gurwen, but the manor that I was speaking of belongs to the Duke of Beaufort; I do not know the name.

2972. Is it in the same parish?—Yes.

2973. Is it adjoining your farm?—Yes. It adjoins the manor of Cae Gurwen, and as they enclosed the waste land of that manor their sheep came down to our common land of Cae Gurwen, because there is no Enclosure Act.

2974. There is no fence or anything else separating the two commons of the two manors?—No, nothing.

2975. As I understand it, your complaint is, that in consequence of the enclosures made, with the consent of the lord of the manor, the sheep come down upon your waste land. Is that it?—Yes, that is it.

2976. Are these two waste lands or two commons at the top of the mountain?—Yes.

2977. And is your farm on the slope of the same mountain?—It is on the flat ground, but it goes part of the way up the mountain.

2978. And then comes the waste land?—Yes.

2279. Are there other farms round the same mountain, and in the same valley?—Yes.

2980. Before these enclosures on the waste of the other manor took place, had your cattle and sheep been depastured anywhere you liked on the common?—Yes, they kept them within bounds.

2981. You kept them within bounds?—Yes, as well as we could.

2982. Was there any portion of that waste or common supposed to belong to you, as tenant of the farm which you held?—No, only the right to send cattle to it.

2983. Was the right limited or stinted?—No. They tried to enclose the mountain at Cae Gurwen.

Mr. *Brynmor Jones*—continued.

2984. Who did that?—The lords of the manor, and they put notices in the papers that they were going to build on certain plots.

2985. What took place then?—The country rose against them and stopped them, and they put it in the hands of a lawyer.

2986. And the common remains unenclosed?—Yes.

2987. You said the Ground Game Act of 1880 was no use?—No.

2988. Do you know what it enacts?—I do not know in particular what it means.

2989. You know that it secures to the tenants the right of shooting, for instance—keeping down the ground game?—Yes.

2990. How is it that the Act is of no use?—There is no game to be had.

2991. Then why do you think that the game laws ought to be abolished?—I do not think it is any good.

2992. You are not speaking from your own experience of it, then?—No.

2993. With regard to the road that Lord Dynevor stopped. Was that the only road to the particular farm?—Yes, there was a parish road on the top side of the farm.

2994. Who was making the road to the farm?—I do not know who it was that did it, but it was by subscription.

2995. Of people living in the neighbourhood?—Yes.

2996. How came it to be stopped?—Because this freeholder was giving his land on lease for building at 1*s.* per perch per annum, or selling it off outright for 21*s.* per perch.

2997. Through whose land was the road being made?—Through the land of Lord Dynevor.

2998. What is the point of his stopping it?—Because Lord Dynevor charged 1*s.* 6*d.* per perch for his land, and the lawyer got 6*l.* 6*s.* for each conveyance, whereas the other lawyer only charged 2*l.* 10*s.* and that the land of the freeholder would all be taken, and his would be left behind.

2999. Had Lord Dynevor consented to the making of the road?—It has been in existence before Lord Dynevor was in existence.

3000. If it had been in existence all that time why was Lord Dynevor able to stop it more than anyone else?—I do not know that he is able to.

3001. Do I understand that the point of the story is that landlords are so powerful in the neigbourhood that they act in defiance of the laws sometimes?—The agent of Lord Dynevor said that he will spend 500*l.* in stopping the road, and the freeholder is afraid to go to law to fight him.

3002. How about the gentlemen who had subscribed for the making of the road?—Well, a good many of those have died by this time.

3003. The subscription towards the making of this road, and the partial making of the road, had taken place a good many years years ago?—Yes, but the freeholder who occupies the farm now repairs the road.

3004. Does he use it now?—The freeholder does use the road himself, and Lord Dynevor

Mr. *Brynmor Jones*—continued.

does not stop him, but he stops the others from using the road.

3005. Do I understand you to contend, Mr. Harries, that the public have a right of way over that road?—Yes; inasmuch as besides the public taking advantage of it, all the minerals from an adjoining mine were carried over it, without any objection being raised.

3006. How long is it that the first stoppage took place on the part of Lord Dynevor?—About a month ago.

3007. Only a month ago?—The road existed before the memory of man.

Mr. *Griffiths.*

3008. Are farms generally let on easier terms to farmers who have children to work on the farm?—They do not change the tenants very frequently there.

3009. Have you any farm labourers in your district living in cottages?—No, we have not any who live in cottages. There are labourers living in the house but not in the cottages.

3010. You say farms are often sold in that neighbourhood. What effect does that have upon the adjoining farmers. Do they go on farming?—They farm better.

3011. I mean what effect has it upon the surrounding farmers. Are they not in dread of seeing their land sold as well?—Some of it is ready to be sold now, and they do not make as much of the land as they should.

Mr. *Richard Jones.*

3012. I should like to know if the farm is amply provided with buildings for the stock?—I had only enough room for nine cows and I had to keep 25 cows, but I have since had buildings. I had spent nearly 10 years before I got them.

3013. The rest were out every winter?—Yes, I had to try and shift as well as I could. I had some hay—a rick of hay in the barn, and I put it all round and thatched it there.

3014. Why did you not put the hay out and thatch it, and put the cattle in?—Because there was no roof on the barn, so that it was the same inside as out, and I have had to put tops on the house I live in before this time, but I have good buildings this time.

3015. Is there not a readiness amongst the landlords to put up buildings for the tenants when they apply for them?—They are slow.

3016. Do they provide them with Dutch barns—hay barns?—Yes.

3017. Are there tanks provided for keeping the liquid manure?—Yes, but I had to apply to the landlord for a drain to take the liquid manure from the tank to the meadow, about 10 acres, and he refused.

3018. With respect to drainage, who drains as a rule?—No drainage has been done. Ever since the company left the farm, there has been no drainage.

3019. What is the company?—It was the colliery company who had the farm; ever since they left there has been no drainage, and the drainage has been closed.

Mr. *R. Jones*—continued.

3020. Is there any drainage in the neighbourhood?—Very little.

3021. With respect to this mountain land, are the tenants in the immediate neighbourhood allowed to turn any amount of cattle or sheep on this waste land?—As much as they can keep on their land during the winter as a rule.

3022. Is this mountain land in consequence overstocked?—No, not too much. If it was helped by being drained properly and so on, it would be better; sometimes the animals get stuck fast in the bog. One of mine went last year.

3023. In that case, supposing that the tenants were to combine for draining would they be able to get pipes supplied to them by the landlords?—They are not willing to give anything on land which has been already enclosed, and therefore it is not very likely that they would be willing to take in hand the waste land.

Mr. *Grove.*

3024. Did I understand you to say that you refused to sign the agreement because there were clauses in it to contract you out of the Agricultural Holdings Act?—Yes.

3025. Do you know of any other case where it has been tried to put a clause of the same character in?—All Mr. Miers' tenants signed the contract except two, myself and another man named John Jones.

3026. Does the solicitor, who prepares that, act as agent to the estate?—He was the agent of the Receiver of the Court of Chancery.

Professor *Rhŷs.*

3027. How long ago is it since you had that barn with the expanse of heaven as its roof?—1882 or 1883.

Sir *John Llewelyn.*

3028. With regard to the 60*l.* that was paid for the goodwill upon going into the farm, what farm was that?—Coed Fallder.

3029. Not the farm you are in now?—No.

3030. When was that?—It is six, seven, or eight years ago.

3031. Since the passing of the Agricultural Holdings Act, 1883?—Yes.

3032. Was that amount paid for the goodwill with the knowledge of the landlord?—Yes, he consented to it. He had allowed the tenant to sell it to this newcomer.

3033. Did he consent to any amount being paid for goodwill?—He consented for him to settle the thing as they could agree.

3034. You do not know whether the landlord was aware that a sum of money was being paid for goodwill over and above the improvements upon the farm?—Yes, he knew it.

3035. The landlord knew it?—The agent knew it.

Mr. *Griffiths.*

3036. Have you any remedies you would recommend?—Yes. First, that the railway company should carry manures, &c. to the farm-

Mr. *Griffiths*—continued.

ing districts cheaper, and the produce cheaper to the consumers. (2.) Purchase of the freeholds by tenants by State aid. (3.) Local courts, fair rent, fixity of tenure, and fair compensation for improvements made by tenants. (4.) After fixing fair rents, the rents to be governed by value of crops and stock on the same principle as the tithes. That income from every source should pay local taxation.

Mr. *Grove.*

3037. What manures are you alluding to in the first place. Do you mean street manure, or farmyard manure in bulk?—Artificial manure, and lime.

Mr. *Grove*—continued.

Mr. *Grove.*

Because common manure, after a great fight in the Railway Rates Commission, was put into Class A. in four ton lots, that is the very lowest rate they can charge for anything, but kainit is in Class B.

The witness withdrew.

Mr. JOHN THOMAS called and examined.

Chairman.

3038. Are you a tenant farmer?—Yes.

3039. Where do you live?—At Clase farm, in the parish of Llangyfelach.

3040. Whereabouts would that be? You do not live in the mountains?—No, I was not fixed upon specially to give evidence for others.

3041. Only for yourself?—Quite so.

3042. The parish is 12 miles long and 8 miles broad?—I think so.

3043. How about the ownership?—There are several owners, Sir John Llewelyn, Sir Hussey Vivian, Mrs. Gwyn, and Sir Robert Morris. I think those are the largest owners.

3044. Are the tenant farmers pretty well to do in your part of the world?—Some are.

3045. Do they go in for permanent improvements?—Yes. There are some very good farmers there.

3046. Have you anything to say about security of tenure or fixity of tenure?—No, I do not go so far as fixity of tenure.

3047. You wish to have security of tenure and compensation?—Yes.

3048. Does the Glamorganshire custom apply to your part of the world?—No.

3049. Have you any agreement or anything you can produce?—My agreement is a very fair one. It could not be a fairer one.

3050. You are a yearly tenant?—Yes, a yearly tenant.

3051. Everybody is very comfortable under the present landlords, but they are afraid of any change if fresh owners came in?—I cannot complain myself; there could not be a better landlord than mine.

3052. How much unenclosed and hill land is there in your district. Is there about 8,000 acres, should you say?—I should think so in the parish.

3053. Could it be used to better advantage, in your opinion?—Some say yes and some say no. I do not know; it is very difficult to say. There are people who are more capable to give evidence upon that than I am. I do not live near a common.

3054. Do you think there is much difficulty owing to difference of language or religion in your district?—Not at all.

Chairman—continued.

3055. What is the rent of your farm?—I have a lease, and part of that lease is 120*l.* a year.

3056. How much an acre should you say, 15*s.* an acre?—Yes, for the whole of the parish, but not for my farm alone. I have some very poor land. The land in our parish varies in quality very much. Some of it is not 2*s.*, 5*s.*, and so on. I do not know of any parish in any other part of the country in which the land varies so much.

3057. Are the smaller farms higher rented than the larger ones, or about the same price?—There are some exceptions in that, even. I know of some dearer and some cheaper.

3058. Is there any custom of the country claimed by tenants in respect of haulage or anything?—Not to my knowledge.

3059. Is arbitration ever resorted to as a means of settling rents?—Very seldom.

3060. Has rent been lowered or raised within the last 50 years?—In some cases it has been raised.

3061. From your own personal knowledge can you tell us anything?—I know of two farms, on each of which about 60 acres were planted with trees, say 25 years ago, but the rent is the same now as before the trees were planted. They are on Sir Hussey Vivian's estate. They are called Brynwilach and Maeseglwys. The tenant is here now, and he can say so. That is the only place I know.

3062. When there was an abatement of rent was notice given of it before?—That I could not say.

3063. Have you any idea about fluctuation in prices. They are about the same as the figures given in before, I suppose?—Do you mean of farm produce?

3064. The depreciation of stock?—I agree with what I have heard here to-day. I think that is about right.

3065. Who pays the tithes, the land tax, and the local rates?—The tenant pays the local rates and tithes.

3066. And as to the Imperial taxes, except the land tax, are they paid by the landlord?—Yes.

Chairman—continued.

3067. I think I understand you to say that in the last 20 years the rates have gone up pretty heavily?—Yes, they are doubled.

3068. What are the sizes of the farms in your district?—They vary from 50 to 200 or 250 acres.

3069. Is that the largest in the district?—I think there is one about 300.

3070. And then it goes down to what?—Not much under 50.

3071. Have there been farms consolidated in your district?—Very few.

3072. Is there any sub-letting by tenants?—I do not know of any case.

3073. How are the fences, ditches, and water courses?—Some are good, and some are very bad.

3074. Do you know of any farms which have gone out of cultivation in your parish?—I do.

3075. Do you know of one that has gone out of cultivation so much that no single farmer would like to take it?—Yes.

3076. Which farm is that?—Penlan.

3077. Between 200 and 300 acres?—Yes, it is a perfect waste.

3078. It has been untenanted some years?—Yes.

3079. Who is the owner?—Richard Richards, of Swansea.

3080. What is the reason?—Before he bought it it was in the waste in that way, and I do not think any one would take it now; it is so bad. It would take some thousands to bring it into a fit state.

3081. Was it highly rented?—No. The smoke has done it a good deal of harm.

3082. Has there been any change in the mode of agriculture in your district within the last 30 years?—Yes, less corn grown and more grass laid down.

3083. Has there been any increase or decrease of root crops?—They grow root crops according to the acreage of corn that they grow.

3084. And as there has been some land laid down for permanent pasture, of course the root crop has decreased in consequence?—Yes.

3085. What do you think is the reason of the state of things in farming?—Foreign competition.

3086. What is the usual date of entry in your district?—29th September.

3087. They are yearly tenancies?—Yes.

3088. Is there a demand for leases?—No, I do not think there is a great demand for leases.

3089. Do you know of any cases of hardship in the district?—I know one case lately.

3090. Are you prepared to state the name and the circumstances?—Yes.

3091. Tell us what you know of the name and the circumstances?—I know a tenant.

3092. What is his name?—Mr. Ross.

3093. Whom did he rent under?—Colonel or Captain Lyon.

3094. What happened to him?—He had some land, and he manured it ever since I remember. This land is 500 feet above the level of the sea, and is of excellent quality, but not rich. He had to leave it last September, and the agent let it to another man for double the rent. The outgoing tenant did not get anything.

Chairman—continued.

3095. Nothing for his manure?—No.

3096. He was not under the custom of the country?—We have no custom in our neighbourhood.

3097. The custom does not come in, so far as you know?—No.

3098. Is there any other case?—No.

3099. Are the conditions of the tenancies that the tenants shall keep gates, posts, thatching, and so on in repair?—That is not usual.

3100. Have you any agreements in which there are any clauses which you consider harsh?—I have not. They are going to be produced, I believe.

3101. Have you anything to say about game preserving?—No, nothing at all.

3102. Is there any co-operation or combination amongst the farmers in your districts?—No.

3103. The wife and the children of tenant farmers have to work uncommonly hard?—Yes, that is the case.

3104. They have not the same advantages as other children; they have to work in the morning before they go to school, and so on?—Yes. I heard that evidence, and I agree with every word of it.

3105. Tell us a little about labourers?—Farm labourers are very scarce in our neighbourhood, and very dear.

3106. Do you generally have servants in the house?—Yes, I do.

3107. What do you pay them?—I pay one man 30*l.* a year.

3108. And women servants?—12*l.* and 13*l.* some get.

3109. Do any farmers keep diaries, or accounts, or anything that they can turn to, to know how they stand?—Yes, I daresay some do.

3110. You do not do that yourself?—Yes, I do myself.

3111. Have you any remedies that you suggest for improving the profits on land?—Yes, I have.

3112. Can you tell the Commission?—The rent ought to rise and fall with the price of all farm produce, and the landlord ought to suffer the loss to the same amount as the tenant in case of bad harvest. The local taxation ought to be on the income, and not on the rent of the land. Compensation to the full amount for all improvements made by the tenant in case he should give up the farm. Another thing that I myself very much suffer from is the law of trespass. I consider that the present law of trespass is no good. In populous districts people go over your land with dogs, and you cannot get a summons, because you must prove damage, and it is very difficult to do it. I had two geese last Sunday killed by dogs, and I was obliged to give up keeping sheep in consequence of it. People know that, and they defy you, almost.

Chairman—continued.

3113. They go where they like. Yes. I know Sir John Llewelyn knows it as well as I do. Farmers in our neighbourhood have to put up very much with that. There ought to be a penalty for going over another man's land without consent.

3114. The people walk through the corn ?—Yes, and grass and hay.

3115. And bring dogs ?—Yes; not for the sake of poaching, or anything of that sort, but they go for pleasure.

Sir *John Llewelyn.*

3116. It is under Sir Robert Morris you hold ?—Yes.

3117. You hold a lease ?—It is only of a part.

3118. Are there many leases about that district ?—No.

3119. Very few ?—Yes.

3120. Would the occupiers take leases if they were offered to them ?—At the present time I do not think they would.

3121. You speak of security of tenure instead of fixity of tenures. I do not follow the distinction in your mind ?—Will you allow me to explain it ?

3122. Perhaps you mean fixity of tenure ?—I do not propose that.

3123. What do you mean by security of tenure. Do you mean more than you get under the Agricultural Holdings Act ?—Yes, I do.

3124. You think that does not go far enough ?—Quite so.

3125. Supposing they had what you call security of tenure, do you think that the occupiers of the land would spend more in permanent improvements than they do now ?—I am certain of it.

3126. In what way, draining ?—Yes, and manuring and fencing.

3127. Do you not think, then, that they get sufficient compensation for unexhausted manure by the present system of an umpire as between the outgoing tenant and the incoming tenant ?—No.

3128. You know the custom at the eastern end of the county, the Vale of Glamorgan ?—Yes, I have some idea.

3129. You are aware that the occupiers in that part of the country are, on the whole, fairly satisfied with it. They think it might go a little further. Would it be useful to the neighbourhood to adopt that system ?—It would be better than what we have. I think if I improve my farm, say 40*l.* to 50*l.* a year, more work which is very easily to be done—

3130. Do you think you would get back your unexhausted value in the land under the custom better than you would by means of a lease ?—I prefer security of tenure to a lease.

3131. Your opinion is that the custom extended to this part of the county would be of service to the tenants ?—It would be of service but I do not think it would be quite sufficient.

Sir *J. Llewelyn*—continued.

3132. Of course you have studied the Act ?—Yes.

3133. You do not think that is sufficient protection ?—No, I do not.

Mr. *Grove.*

3134. As to game; have you much game upon your holdings ?—No.

3135. You spoke of a tenant who sent in a claim for compensation and could not obtain it. Did he proceed with that claim ?—No.

3136. Why ?—I do not know. I do not think it would be any good to him to do so.

3137. Why ?—We have no custom in the neighbourhood.

3138. Could not he have claimed it under the Agricultural Holdings Act ?—He did not get anything in any case.

3139. Perhaps he thought it was a matter of policy not to pursue it. As to the security of tenure which you have been speaking of, I wish you would explain it a little more fully with regard to the exact lines that are in your mind ?—Compensation to the full amount for all improvements made by the tenant in case he should give up the farm.

3140. And it rests there ?—Yes.

3141. You feel whether it is a long or a short holding, if you could get complete compensation for all the improvements, you would be satisfied with that ?—Yes, I should say it would be better than a lease.

Mr. *Seebohm.*

3142. Would it not be a great advantage to the farmers in this district if such books as these Board of Trade Returns were saleable at the post offices, instead of your having to send to London, as they affect the farming districts ?—I have no doubt it would.

3143. It seems to me that there is a good deal of ignorance of what is going on, owing first to the language, and secondly to these papers not being easily obtained. Can they be easily seen at your farmers' clubs. Is there any place where farmers could go, in your neighbourhood, and see them ?—No, we have no place in our neighbourhood.

Mr. *Griffiths.*

3144. Why did this tenant whom you speak of leave his farm. What was the cause of it ?—He had notice to quit.

3145. For what cause ?—I do not know what was the cause.

Mr. *Brynmor Jones.*

3146. Did you not know of the Agricultural Holdings Act yourself until recently ?—Oh, yes, I have known it since it came out.

3147. Why do you think that Mr. Ross did not ask for compensation under that Act ?—I do not know.

3148. Do you agree with what Mr. Seebohm suggested, that there is a good deal of ignorance in this neighbourhood about the Acts of Parlia-

Mr. *Brynmor Jones*—continued.

ment passed from time to time affecting the farming community?—I think there is.

3149. Do you think that is in any degree due to the difference of language?—No, I do not think that.

3150. There is a good deal of talk in the newspapers. Do not Welsh newspapers as well as English newspapers circulate here?—Well, education has been very backward in this neighbourhood. That is the only reason I can give.

Lord *Kenyon.*

3151. Did you say you had an agreement as well as a lease for part of your land?—Yes.

3152. You liked your agreement?—Yes, if I drew it out myself it could not be better.

Lord *Kenyon*—continued.

3153. Will you let us have a copy of that agreement?—I did not think of bringing it.

3154. Will you send it to the Secretary?—Yes. I will tell you this. My family has lived there, my grandfather lived in the farm where I am now.

3155. We should like to have a copy of that agreement?—I will bring it to you on Saturday.

3156. Do you say in this district that any difference in religion or politics causes any hardship?—I think not.

Chairman.

3157. Is there anything else you would like to say?—No, nothing else.

The witness withdrew.

Mr. William George Davies called and examined (through an interpreter).

Chairman.

3158. Are you a tenant farmer?—Yes.

3159. Where do you live?—At Aber Gelli, in the parish of Langyfelach.

3160. Is that far from where the last witness lived?—About three miles.

3161. How big is your farm?—About 250 acres.

3162. What rent do you pay?—105*l.*

3163. Who is your landlord?—Mr. John Roberts, of this town.

3164. You have handed in rather a voluminous statement. Would you kindly tell us what you particularly wish to speak to?—I am of opinion that the land has gone so much out of cultivation that it is still too dear, even at that rent.

3165. Rents are too high generally in your opinion?—In my own case the rent is too high, because the land has dropped out of cultivation to such an extent.

3166. It is not producing so much as it did in days gone by?—From what I can understand it does not produce even a half or a quarter.

3167. Can you tell us from what reason this sudden stoppage of production arises?—It has been left, and left, and left by others who were in the place before me, until it is not much good. It is in a very poor state.

3168. How long have you been on this holding?—Seven years.

3169. You are not a native of the district?—No.

3170. Have you anything to say about the agreements, anything you would like altered in the agreements?—I should like to get a holding for what it would pay me, and the rates press me very heavily.

3171. You do not complain, as I understand it, of your agreement?—No.

3172. Are you satisfied with the system of

Chairman—continued.

tenure, or would you like that altered?—I should like to see what has been read out as the remedy which has been suggested, coming into practice.

3173. The remedies read by the last witness?—Yes.

3174. You entirely agree with the last witness?—Yes.

Lord *Kenyon.*

3175. The acreage, you said, was 250 acres. Would you tell me how much of that is grass?—A lot of it is furze and woodland.

3176. How much profitable pasture is there on the common?—All the land that is any good there has been improved by me.

3177. How much is that?—Not half of it.

3178. How much do you mow?—It varies; I sometimes have two fields of clover, and 20 or 30 acres besides.

3179. What system of farming do you pursue. Do you sell milk?—No, I should spill it all on the road, because I have to repair the road myself.

3180. You have more to complain of the state of your farm than anything else?—And the local rates.

3181. What are the local rates?—2*s.* 7*d.* in the £ every half year now.

Chairman.

3182. Have you anything else you would like to tell the Commissioners?—I should like to have a greater security in my tenure than I have. I have already made a lot of improvements there, for which I have no security. The land has been offered for sale several times. I have bid for it myself once, but the price has been too high for me to reach it in these bad times.

The witness withdrew.

Mr. WILLIAM WILLIAMS called and examined (through an interpreter).

Chairman.

3183. Are you a tenant farmer?—Yes.

3184. And you live where?—Maeseglwys.

3185. How many acres is your farm?—I do not know exactly. My agent told me it was 103. I have not measured it, and I have not a plan of it.

3186. Your rent is what?—80*l.*

3187. Who is your landlord?—Sir Hussey Vivian.

3188. Have you lived long on your farm?—No, about four years.

3189. You are not a native of this part of the country?—Yes, I am within about two or three miles from it.

3190. You are able to speak as to the general conditions of the country round about where you live?—Partly, so far as I know them.

3191. Is there any particular portion of this statement that you would like to speak of?—I wish to speak in particular about the game laws.

3192. Is there much game in your district?—Game is not quite so plentiful as it has been. They do not preserve it to such an extent now; they only breed as many pheasants as are bred without preserving; the rabbits multiply exceedingly, and if I had not killed hundreds myself since I have been there, they would have eaten me up, as true as I am sitting here.

3193. Where do the rabbits come from; from the covers and woods?—Yes, from the covers; the covers all round.

3194. They are not fenced in with wire?—No; I have applied to the agent several times, twice, for a wire, and I could not get it; not a yard.

3195. Are there any hares?—I do not say anything about the hares, only about the rabbits.

3196. There are a great number of rabbits?—There have been, and there would be, if I had not killed them.

3197. You have availed yourself of the Act of Parliament?—Yes.

3198. You have no great reason to complain now about the rabbits?—It takes half my time to keep the rabbits down, and a boy with me. I told the keeper I did not want them. It is for him to keep them down. I never eat one, or any of my family. If I can catch one, I do my best to sell it, because I consider I am entitled to it, as I feed it.

3199. What is your opinion about the game laws?—I believe that they all ought to be abolished.

3200. Can you tell us anything more about the game?—No.

3201. You have no objection to pheasants and partridges?—I have no objection to them as they are now, but what I object to is to have them preserved to 1,500, 2,000, and 3,000 in the covers, when they come out and eat up my corn.

Chairman—continued.

3202. What else would you like to speak to?—I pay 80*l.* a year rent, 20*l.* in rates and taxes, and I have a mile and a half or two miles of road leading up to the house, which is a bad road. In the winter it is both a river and a road; you cannot go over it. I have to leave my horse in the stable in the winter, and go myself to the market to Morriston, and when I want to take something to the mill I have to get the consent of my neighbours to climb over their hedges, in order to take the things to the mill, because this road is so bad.

3203. The road is under water?—Yes, under water entirely.

3204. Have you any other disadvantages on your farm?—No, nothing else.

3205. Do you want to say anything about fixity of tenure?—I have one more thing to mention. I have been working myself and my children and wife like slaves since I have been in that farm, and have got nothing for it.

3206. You have made nothing out of it?—No, I have had to take money out of my pocket to pay the rent and taxes, although I work as hard as that.

3207. You make no profit?—No; lose.

3208. Lose every year?—Yes, since I have been there.

3209. It is a yearly tenancy?—Yes.

3210. Can you suggest any remedies to us. Have you thought out any way in which things could become better for the tenant farmer?—The reduction in the rent and the taxes in the first place. If I had it at a reasonable rate I think I could do. In the next place I should like to have security as long as I went on with my work in the farm properly.

Sir *John Llewelyn.*

3211. You say it takes you half your time to keep the rabbits down. Would it be better done by the keepers?—He will not do it. I have asked him to do so.

3212. Is there a keeper there now?—Yes, and I have asked for wire netting, and I cannot get it. I have asked twice for it. I wrote to the agent first of all, and I told the keeper, and he told Mr. Lewis, and Mr. Lewis told him to tell me to write to Sir Hussey for it, and I told him, "I am not so foolish as that."

Mr. *Grove.*

3213. As to the road being under water in the winter time, where does the water come from. Is it the overflow of the river?—From the top of the road. There are some springs at the top of the road.

3214. Could it be put right at anything like a moderate cost?—It would cost about 30*l.* to put the whole of the road in repair.

3215. Who repairs it from the main road down to your farm?—I have heard it is a private

Mr. *Grove*—continued.

road of Sir Hussey Vivian's. Several of the neighbours have told me so.

3216. Is that the only road to the farm?—That is the only one.

Mr. *Seebohm.*

3217. Would your objection to the game laws be done away with if you were permitted to employ as many guns as you liked, simply for the destruction of rabbits?—Who would shoot in that case?

3218. Any one whom you employed?—No, I should prefer to be without them then, because there are so many trespassers who come by night, and it would startle the sheep—frighten them and kill them to.

Mr. *Richard Jones.*

3219. I should like to know whether you knew that this road was in this state when you took the farm?—It froze a short time after I went there. It was not frozen when I went there.

3220. You were bred and born within two miles of this place?—But I never used to use this road.

3221. You knew nothing about it?—I did not know much about it. I had never been to that farm before I went to live there.

3222. Have you made any application to the agent or to Sir Hussey Vivian to put this road in repair?—Yes, I have told him about it.

3223. What was the answer?—He told me he could drive his own carriage over it.

3224. When the water was over it?—I did not ask him that.

Mr. *Griffiths.*

3225. Does your landlord allow you to shoot rabbits?—I do not shoot one.

3226. How do you catch them?—Wiring or ferreting.

3227. Why do you not employ a man to do so?—I have no money to pay him. I catch all I can myself, large and small.

3228. Are other tenants on the same estate allowed to catch the rabbits in the same way as you do?—I never heard this. It is their fault if they do not.

3229. As your farm is in such a bad state, why do you not give it up?—I think it will be better bye-and-bye. I have paid a lot of money for going in, for the crops. I paid very nearly 200*l.*

Chairman.

3230. These questions are put by Mr. Lewis, of Singleton, Swansea. Mr. Lewis is the agent to the estate. You admit that you have killed rabbits and availed yourself of the Act of Parliament?—Yes.

3231. That being so, can you expect the landlord to supply netting?—I asked for the wire netting before I did that, and I could not get it, and I had nothing to do but to kill them, as they were eating me up.

Chairman—continued.

3232. You state that there are a quantity of rabbits. Mr. Lewis puts in the following return of the game killed. On the 26th December 1891 six guns killed one hare; on the 15th October 1891 three guns killed three rabbits and three hares. On the 6th January 1892 eight guns killed four rabbits; and going back to 1891 again, on the 2nd January eight guns killed 12 rabbits and one hare. Do you call this excessive?—They did not kill one of them on the land. It was in the wood, and when they shoot the rabbits get frightened and run into the holes, and they do not see a quarter of them. It is in the night when they come out on to the land and eat what I have got.

3233. The other question put by Mr. Lewis is, are you aware that in no year have 100 rabbits in all been killed on 400 acres of farm land and about 200 acres of woodland?—I have seen from 80 to 100 rabbits in one field since I have been there.

3234. Can you tell us the approximate number of rabbits that you yourself have killed, say in one year?—No, I never kept count.

3235. You could not give us any idea?—I have killed, sometimes, from 20 to 30 in a week but half of them could not be put to any good use, only I wanted to keep them down.

Mr. *Brynmor Jones.*

3236. Do you remember, Mr. Williams, the shooting parties that are mentioned in the paper handed up by Mr. Lewis?—Yes, I remember generally, but I do not remember the exact dates.

3237. Do they come simply for the purpose of shooting the rabbits, or do they come for the purpose of ordinary sport?—Pheasants in particular, they do not care much for the rabbits.

Chairman.

3238. There is another question put in by Mr. Lewis. Are you aware that the road complained of, which is a watercourse in the winter, is an accommodation road, and has to be repaired by you and your two neighbours?—It is a road for many of the tenants of Sir Hussey Vivian, and it is a road to Aber-Gelli as well. We have never heard that it has to be kept in repair by the tenants, nor have we any agreement bearing on the case.

3239. It runs past your holdings, and runs on to a village?—Aber-Gelli is a farm. It is the biggest farm in the parish.

Mr. *Brynmor Jones.*

3240. In which parish is this place?—The parish of Llangyfelach, the road goes out to other roads besides. There is an inlet and an outlet to it.

Mr. *Grove.*

3241. It is quite understood that is the only road to your farm from the main road?—Yes, and there is an inlet and outlet.

The witness withdrew.

Mr. JOHN ROBERTS called and examined (through an interpreter.)

Chairman.

3242. Are you a tenant farmer?—I am a tenant farmer.

3243. Where do you live?—Cwrt-y-Carne, Gorseinon, in the parish of Llandilo Tal-y-Bont.

3244. Under whom do you farm?—M. P. Cameron, Esquire.

3245. How big is your holding?—334 acres, and 21 acres besides of something like common land, over which I have rights of pasturage.

3246. What is the rent?—290*l.*

3247. Have you had the holding long?—No. I took it in 1887.

3248. Were you born in the district. Do you know the district well, or do you come from another part of the country?—Yes, I know it fairly well.

3249. You know the condition of the tenant farmers around you?—Yes, most of them.

3250. What would you particularly like to tell us?—The rent is high, considering the price of stock at present.

3251. And the condition of farming generally?—Yes, and the increase in the price of labour.

3252. Do you consider the rent fair in your district. Is it about the proper rent that is charged in the district?—In some cases it might be fair, but in other cases it has been raised from 1872 to 1875, and they are keeping on the same price, and so far as I know there has been no abatement.

3253. From 1872 to 1875 the rents were generally raised?—Yes, a good many; I do not say every farm.

3254. And those that have been raised have kept up to that condition up to the present time?—So far as I know.

3255. Do you know of any permanent reductions of rent?—I do not know of anyone in our parish.

3256. Do you know of any abatements. Has any money been returned?—Yes.

3257. Has that been general?—No, in some cases.

3258. But you would not say generally?—No, not generally.

3259. Does the land produce as much as it did in the good days?—Well, I cannot say; I think not; I cannot say exactly.

3260. Do you think the land is as well farmed as it was in old days?—In some cases.

3261. But generally speaking, would you say so?—No, because the labour is so scarce, and so dear.

3262. And that has had a bad effect on farming generally?—Yes.

3263. You agree with what the other gentlemen have said about the farm labourers and the farmers' wives and children working very hard?—Yes, I do.

3264. And without that help, perhaps farmers could not get on at all?—They could not.

3265. It is absolutely necessary that the wives and children should work, and work hard?—Yes.

Chairman—continued.

3266. Are there many labourers in your district?—Not except servants in the house.

3267. What wages do you give them?—I have 10 of them, and I pay to the 10, 166*l.* 10*s.*

3268. Are they men?—Six men, and four servant girls.

3269. Do they come to you for the year?—They are yearly servants.

3270. They are boarded and lodged?—Boarded and lodged in the house with the family.

3271. And they have their meals separately in the kitchen?—Yes.

3272. What do they do; do they milk?—The girls milk, and some of the younger boys milk.

3273. Have you any difficulty in getting servants to do dairy work?—Very much.

3274. Your experience is very much the same as that of other gentlemen who have preceded you. You find great difficulty in getting dairy servants?—Yes.

3275. They are going out of fashion altogether?—We cannot get one from the neighbourhood; they are going to the works.

3276. Are there any labourers' cottages in the neighbourhood?—Not many. I have some on my farm, but I cannot get anyone in them, I rent them out, but I cannot get labourers on the farm to have them.

3277. Who takes them?—Colliers mostly.

3278. Have you any suggestions for improvement in the condition of the tenant farmer?—The only suggestion I can make, is, that the rent ought to be lower generally; in some cases more than the others.

3279. Have you anything to say about rates?—The rates are very high, and they are going up.

3280. And they press unfairly on the tenant farmer, in your opinion?—Yes, as they are so very high.

3281. Do you see many improvements made by the different landlords?—Buildings.

3282. Are there any dry walls in your district?—Not many.

3283. Are they made generally by the tenant or the landlord?—I think they are made by the tenant, if they are made. I do not know of any.

Lord *Kenyon.*

3284. What sort of farm is yours; is it good land?—Part of it is good land.

3885. How much?—I cannot say exactly. It is all mixed.

3286. Half of it?—Yes, about half of it.

3287. More than half of it?—Yes, more than half of it. Comparing it with the neighbouring land it is good; comparing it with other districts it is not so good; it is middling land, then.

3288. Are you near your market town?—Yes, seven miles from here.

3289. Do you sell milk.—No.

3290.—How do you farm? Do you raise stock?—Raising stock, making butter, and feeding cattle.

Lord *Kenyon*—continued.

3291. Do you sell the butter here?—Yes, sometimes.

3292. Do you get a good price for it?—Not very good.

3293. What do you get for it?—13*d.*

3294. All the year round?—Not all the year round.

3295. It is lower sometimes?—Yes.

3296. And higher sometimes?—Yes, higher in the winter. It is scarce then.

3297. You say the cottages on your farm are inhabited by colliers. Who takes the rents?—I do.

3298. How is it you cannot fill them with your own men?—I cannot get the men.

3299. You prefer to keep them in the house?—No, I have been trying to get men working on the farm to live in them, but they will not stop, they can get more money in the works than on the farm, more than we can afford to give them.

3300. Even although you hold the cottages yourself?—Yes.

3301. I suppose it is a weekly tenancy, or is it monthly?—Weekly. Two of them are unoccupied at present.

3302. Are you troubled with game at all?—No.

3303. Do you consider that religion or politics are the cause of any hardship between landlord and tenant in this district?—So far as I know, I do not know of it in our district.

Mr. *Brynmor Jones.*

3304. I think you had some pasturage in addition to your 334 acres?—There has been a dispute about it, and it is under the tithe so much. It is not worth the trouble to graze it.

3305. Is that common?—It is marsh, the side of the river.

3306. It is an isolated bit?—Yes.

Mr. *Griffiths.*

3307. How long have you lived in this farm?—I came there in 1887.

3308. Have you compared your labour bill in 1887 with the present labour bill. What is the difference between the total amount you pay them now and what you did when you commenced farming?—It is not much difference in that time. If you go back 35 or 40 years ago, it is much different. I believe I pay more than was paid at the time when my father was farming, 100*l.* more.

3309. That is during the time you have been farming. Does the stock you sell from your farm amount to nearly the same sum of money as at the time you commenced farming?—Oh, no.

3310. What is the difference?—I cannot tell you exactly. The price for beef is lower every winter. It was 9*s.* to 9*s.* 6*d.* per score the last winter.

3311. What is the cause of it?—Foreign competition, and there is another thing against the farmer. There is no demand for the cattle at any time. We want to get rid of them sometimes, and we cannot do it very easily.

Mr. *Griffiths*—continued.

3312. Do you mostly sell the fat stock?—Fat mostly.

Mr. *Richard Jones.*

3313. Has the character of farming altered in your time?—A little, not much.

3314. How long have you been on this farm?—In 1887 I went to it. I was before that in the same parish.

3315. Do you rise much corn?—Yes, a good deal.

3316. Do you rise more than you want for your own use?—No, not enough very often.

3317. You do not consider it profitable to rise corn?—No, not profitable at all.

3318. Do you use lime at all?—Yes, we do, but not to the same extent it used to be.

3319. Do you fallow any?—No.

3320. Did farmers years ago use to fallow in your neighbourhood?—Yes.

3321. Why do they not do so now?—I do not believe it will pay. We cannot afford to keep a field without a crop for one year.

3322. You say you keep four maid servants?—Yes.

3323. How many cows do you milk?—Twenty-five in this year. It is sometimes more and sometimes less.

3324. Have you any sons and daughters?—Yes, but they are too young to do anything on the farm.

3225. Four maid servants seems a large number of maid servants for a farm of your size. Three in our neighbourhood would be considered ample?—We have a large marsh enclosed, and there is so much drains into that that we must keep them open or we cannot pay the rent. We have not too much labour on the farm.

3326. Have you adopted the new system of making butter. Do you use a cream separator?—No, we have a machine to make butter.

3327. What do you mean?—A butter worker to work it up.

3328. Do you use the Scotch hands, a wooden hand, for making up the butter?—No, the butter maker does it all.

3329. Do your dairy maids handle it at all?—No.

3330. Do they use wooden hands?—Yes, to turn it in the butter worker.

3331. What price do you get for that butter in the winter and in the spring?—About 1*s.* 3*d.* and 1*s.* 4*d.* sometimes.

3332. No higher price?—No higher price.

3333. What do you get for it now?—13*d.*, and I believe it will be 1*s.* this winter.

3334. What kind of milking cows do you keep?—Shorthorn most of them, and some Castle Martin.

3335. Do you find the farmers in your neighbourhood are ready as a rule to abandon old practices and adopt new methods of farming, or do they stick to old ways?—The green crop has increased.

5336. And corn crops are not raised to the same extent?—No.

3337. More roots?—Yes.

Mr. *R. Jones*—continued.

3338. And vetches?—Yes.

3339. So that every course is adopted by the farmers to make farming as profitable as possible?—Yes, but the labour takes everything.

3340. You mentioned about the high rent, and also that the rates were high. What suggestion have you as to having the rent reduced?—I do not know what is the best thing, but I believe as a rule we ought to have the rent lowered generally, some more and some less.

3341. It has been mentioned that a land court would be advisable. What do you say to that?—Yes, I think that would be good. I believe some landlords are very good giving the abatement in bad times, but I know others that have not given any, and we ought to have something to compel them to do it.

3342. You think that under good landlords tenants would not be able to get better terms even if a land court was fixed?—Perhaps a little, not much.

3343. You consider it advisable to have some sort of tribunal to fix rents in order to catch bad landlords?—Yes.

3344. Have you any suggestion to make about the reduction of rates?—Well they are very heavy at present on the farmer.

3345. Who do you consider pays the rates practically speaking, the landlord or the tenant?—From the tenant they are coming directly.

3346. Upon whom do they fall indirectly?—On the tenant at present. The rates are increasing.

3347. Who meets the increased rates?—The tenant.

3348. Do you consider it advisable in that case, that the rates should be divided between the landlord and occupier, the same as it is in Scotland?—I think it would be better.

3349. What would be the consequence?—Less for the farmer to pay.

3350. And less for the landlord?—Well, no, more for the landlord.

3351. Both would be interested in the administration of the rates?—Yes.

Mr. *Seebohm.*

3352. You stated, I think, that you have 10 yearly servants in your house, boarding there. Do they lodge in the house?—Yes.

3353. In the farmhouse?—Yes.

Professor *Rhŷs.*

3354. With regard to those servants, do they eat by themselves at the same table?—Yes.

3355. Apart from your own family?—The next room.

3356. Would the men have better food if they became colliers than you are able to afford?—Well, they are having good food with us, we cannot keep them without.

3357. Would you mind telling me what they have at the servants' table?—Just the same as at the other table.

3358. What would they have for breakfast, for instance?—Tea and bread and cheese for breakfast.

3359. And in the middle of the day?—Meat.

Mr. *Richard Jones.*

3360. Do they get a meal before the middle of the day?—No.

3361. At what time do they get breakfast?—In winter half past eight and dinner about half past twelve.

3362. In summer?—In summer sometimes earlier, breakfast at 7, and dinner at 12.

3363. They have meat in the middle of the day?—Yes.

3364. Do they have butchers' meat or bacon?—Bacon and salted beef sometimes, in the winter and in the spring.

3365. And in the summer?—Bacon; butchers' meat sometimes.

3366. About how often?—Not very often in the week, but every Sunday.

3367. The bread is all wheat bread?—Yes, wheat bread.

3368. In the afternoon do they have any meal?—Tea and bread and butter at 4 o'clock, as near as we can.

3369. Do the men as well get that?—Yes.

3370. In the evening what do they have?—Sometimes broth, and bread and cheese.

3371. What is the broth,—"cawl"?—Yes

3372. That is a vegetable broth, is it not? Is there meat in it?—Yes. They have rice sometimes, coffee sometimes, and they get tea if they want it.

3373. No meat at supper?—No meat at supper, only if they want it; there are exceptions.

3374. Is that typical of farmers' food in your district?—Yes.

Sir *John Llewelyn.*

3375. Are the rents paid with borrowed money, to your knowledge?—I believe they are in some cases. I believe that is mostly on poor farms.

3376. You have not been obliged to have recourse to any money lender to pay your rent?—Not so far; but if the pressure keeps the same as the last two years, we shall have to go somewhere to look for it.

3377. The question I want to ask is this; whether within your knowledge it is general?—It is general, I believe.

The witness withdrew.

Adjourned.

FOURTH DAY.

King Arthur's Inn, Gower, Glamorganshire, Friday, 26th May 1893.

PRESENT:

LORD CARRINGTON (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Chairman.

I think before we begin the proceedings I should like, in the name of my brother Commissioners, to thank the gentlemen present for their generous and cordial welcome this morning.

Captain BATCOCK called and examined.

Chairman.

3378. Where do you live?—I live within about two miles from here, Pit Farm it is called.

3379. Are you a farmer?—Yes, my holding is about 150 acres, for which I pay 131*l.* 10*s.* rent.

3380. Whom are you under?—Miss Talbot.

3381. The land is situate about two miles from here in the Gower Peninsula?—Yes.

3382. Are there any land courts or leet courts held in the district?—There are several leet courts held in the district. There are three in our district, at Oxwich and Penrice and Reynoldston.

3383. What sort of cases do they decide?—Questions of rights of way, watercourse, trespass, and rights of common, and other grievances are dealt with.

3384. Have you anything to say about whether it would be advantageous or not that the land should be in the hands of the tenants themselves, that they should be small freeholders, or are they better off as tenant farmers?—I am not prepared to say whether it would be better if it was in the hands of the tenants themselves, but I believe if we had land courts to settle fair rents, fixed tenure, and free sale, we should be satisfied.

3385. You would be satisfied with that, but you would not go as far as wishing to own the land yourself?—I should not, for my part, because I have no children to come after me.

3386. Do you happen to know anything of the general feeling of the district?—I do know the general feeling of the district. I do not think the general feeling of the tenants would be to purchase the land themselves without State aid. There might be some cases where they would be willing to do it.

Chairman—continued.

3387. You think the general feeling is in favour of land courts?—Yes.

3388. And some more compensation for improvements?—Yes.

3389. Have you the Glamorganshire custom in this part of the country?—There is the Gower custom. I do not know anything of the custom outside Gower.

3390. You have a custom of your own?—Yes.

3391. Do you prefer that to the Agricultural Holdings Act or not?—I know the Agricultural Holdings Act has been a complete failure. We have all had to contract out of that.

3392. They have all contracted out of it, you say?—Yes.

3393. You know that is illegal. It is impossible really to contract yourself out of the Act. Any agreement contracting the two parties out of that Act is illegal, and void and useless?—The only part contracted out of it was 12 months' notice to quit. Other parts of the Agricultural Holdings Act I do not know much about.

3394. Is it your opinion that at the present time tenant farmers are afraid to go in largely for improvements because perhaps, after laying out all they have, the present landlord might die and their holding put up to public sale, and

Chairman—continued.

the purchaser thereof reaping the benefit of his outlay?—Yes, that is so.

3395. Is that the general opinion in the country, so far as you know?—Yes.

3396. Have you anything to say about the uninclosed or hill land?—I have not much to say about that. I do not think it would be very much advantage if the hills were inclosed.

3397. Do you say anything about farm management?—I have nothing much to say about that; I do not think it can be improved upon much.

3398. Is there much absentee ownership in the district?—Yes, Miss Talbot and the Earl of Dunraven are absentee landlords.

3399. We have passed Miss Talbot's house as we came along?—She is amongst us three months out of twelve.

3400. You would not call that an absentee landlord?—Not absentee altogether.

3401. Are there any landlords who own property, and have no houses in the district?—The Earl of Dunraven. I believe he is the only one.

3402. As to the terms of tenancy, what is the usual date of entry?—The 25th of March on Miss Talbot's estate.

3403. Is that the general custom of the country or not, or do they come in in September?—Some come in in September.

3404. Are leases general?—No, I do not think there are any.

3405. Is there any demand for them?—No, no demand.

3406. Is compensation generally granted in the district when damage is done to the land by timber cutting?—No, never.

3407. Is there much damage done by timber cutting. I take it not very much?—Not much, but there are some cases sometimes.

3408. That would be rather exceptional than otherwise, would it not?—Yes.

3409. About the agreements; how do the agreements run in this part of the country?—The usual conditions of tenancy—that tenants keep the holding in repair, such as fences, gates, posts, hedges and so on.

3410. Is it strictly enforced or not?—Not strictly enforced, but we are expected to comply with the terms.

3411. Are there any clauses in any agreements which you consider oppressive, or a little hard?—There are one or two clauses.

3412. Will you kindly mention them?—Such as contracting out of the Agricultural Holdings Act.

3413. That cannot be done; that is illegal. You cannot contract yourself out of the Agricultural Holdings Act?—Only out of the six months' notice. It used to be six months' notice. Now I understand by the Agricultural Holdings Act, it is 12 months' notice, and we had to contract out of that.

Chairman.

I take it that is absolutely illegal, Mr. Brynmor Jones?

Mr. *Brynmor Jones.*

This is section 55 of the Agricultural Holdings Act: "Any contract, agreement, or covenant "made by the tenant, by virtue of which he is "deprived of his right to claim compensation "under this Act, in respect of any improvement "mentioned in the First Schedule hereto (except "an agreement providing such compensation as "is by this Act permitted to be substituted for "compensation under this Act) shall, so far as "it deprives him of such right, be void at law "and in equity." Section 33 is the one that deals with the notice to quit: "Where a half-year's "notice, expiring with a year of tenancy, is by "law necessary and sufficient for determination "of a tenancy from year to year, in the case of "any such tenancy under a contract of tenancy, "made either before or after the commencement "of this Act, a year's notice so expiring shall "by virtue of this Act be necessary and sufficient for the same, unless the landlord and "tenant of the holding, by writing under their "hands, agree that this section shall not apply, "in which case a half-year's notice shall "continue to be sufficient."

Chairman.

That is right. The Agricultural Holdings Act does not apply to this contract.

3414. How is the rent generally fixed?—A lump sum.

3415. By private treaty?—By private treaty.

3416. You do not believe that the holdings are let to the highest bidder in the district irrespective of whether he is a good farmer or not?—Not generally.

2417. Have you any family connection with your holding. Has the family been on the land for any considerable period?—My wife's family has been on the farm for 60 or 70 years, I suppose.

3418. Who succeeded your wife's grandfather?—My wife's father.

3419. When he died was the rent increased in any way, or was it the same rent?—It was increased. My wife's grandfather, I believe, paid about 95*l.* for more land than I am now paying 131*l.* for. There was land taken from the farm while the rent was increased.

3420. Do I understand you to say that your wife's grandfather paid 95*l.* rent?—Yes.

3421. Have you any papers which have come down to you to prove that?—No papers any more than was understood in the family.

3422. After his death do I understand you to say that the rent went up to 131*l.*?—Yes.

3423. What year was that—how long ago was it?—I cannot say exactly the year. I should think it would be about 1872 or 1873.

3424. About 20 years ago?—Yes.

3425. Has the rent been increased since then, or decreased?—It has not been increased since then.

3426. Has there been any abatement or permanent reduction since that time?—There has been one abatement of 15 per cent. last year and one abatement of 25 per cent. I should think some six or seven years ago.

Chairman—continued.

3427. Twenty years ago of course prices were much better than they are now?—Very nearly double.

3428. I see you have put in a table which we need not go through. But do you say they were double?—Double in some cases.

3429. Do you know of any temporary abatements or permanent reductions besides your own case?—Yes, there are others with other landlords, I believe, which have been more often than we have had abatements, but no permanent reductions to my knowledge.

3430. What sort of abatements have they been?—From 5 to 10 and 15 per cent.

3431. How are the tithes, land tax, and the local rates paid?—By the tenant.

3432. The landlord paying other charges, I suppose?—The landlord pays chief rent, I believe, and income tax.

3433. What is your opinion about the rates during the last quarter of a century. Have they gone up very considerably?—Rates have gone up in some cases 100 per cent.

3434. I will ask you a question about the average size of the farms in the district?—I should think the average size would be perhaps about 50 acres.

3435. Is agriculture depressed in this part of the world?—Yes, I believe we feel agricultural depression as much here as anywhere.

3436. To what do you attribute that, as the general causes?—I suppose foreign competition is one cause of it. I cannot speak of any other.

3437. Have you ever thought the thing out yourself. Have you any remedy of any sort or kind that you could propose, to make things look a little brighter?—The remedies for agricultural depression which I suggest are land courts, fair rents, fixed tenure, and free sale, and absolute right to unexhausted value of tenants' improvements. There are many cases in Gower to-day where the children are paying rents for the buildings and improvements which the parents have made. My sister, for one, is paying rent now for a house which my mother built. That is one case out of many. I think whatever improvements should be made by a tenant should belong to the tenant. Then abolition of Game Laws. We suffer terribly from game in our part, and destruction from rabbits, for which we get no compensation whatever. I have had over three acres of my corn completely destroyed this year. I have been farming ten years, and three acres over and over again have been destroyed every year by rabbits and game, for which we get no compensation. On one field some years ago my father-in-law, just before I came into possession, sowed 33 bushels of barley in the field and he cut nine.

3438. Was that close to the covers?—Close to the covers.

3439. We have very varied evidence on that point. Some gentlemen tell us they are eaten up with rabbits, and the other gentlemen tell us they go out shooting with several guns, and kill one rabbit. Your experience is that it is overweighted with game?—Yes, the game has a very bad effect in many ways.

Chairman—continued.

3440. You do not object so much to the pheasants?—I object as much to the pheasants as any part of the game.

3441. Do you think they do a great deal of damage?—Yes; we always have to sow an extra quantity of seed to make allowance for the pheasants.

3442. Partridges do not do so much injury?—No.

3443. Have you made application for compensation for damage done by game?—Yes, I have made application, and I was told that they could do nothing, as I was allowed to kill the rabbits.

3444. Do you take advantage of the Ground Game Act at all?—Yes; we take advantage of the Ground Game Act, that is, as to rabbits. Hares there are none on my farm, or not many of them about. As to rabbits, we kill all we can on the farm; but we are so close to the preserve that if we clear them this week next week they would be as numerous as ever.

3445. How do you kill them?—In every way; shoot them, trap them, and ferret them.

3446. Have you anything to say about the condition of life of the labourers and their cottages?—Some of the labourers' cottages are bad, and some very good.

3447. Is there any difficulty in getting labour?—Yes, great difficulty.

3448. What do the wages run to?—10*s.* a week for those who live on the farm, and that we board and lodge ourselves, and 15*s.* a week for those on their own findings.

3449. Do the wives and children of the tenant farmers work hard here?—Harder than any.

3450. Is it a disadvantage to them that they cannot attend school regularly?—No; we have every advantage of attending schools if we can find time for it.

3451. Of course the labourers' wages have gone up in your district?—They have gone up these last 50 years 100 per cent.

Lord *Kenyon.*

3452. You said among your remedies you were in favour of free sales, but I cannot find any clause in your agreement which restricts you in any way?—Not in our agreement.

3453. So that it does not apply to your case?—Not to our agreement.

3454. It is only an expression of opinion on your part generally. It has nothing to do with your individual case?—Not my individual case.

3455. The only restrictive clause you object to is about the six months' notice?—Yes.

3456. You find it a hardship?—I have not experienced it as a hardship.

3457. I suppose on Miss Talbot's estate you feel fairly secure?—Yes, we feel fairly secure.

3458. You mentioned the point of absentee landlords. I take it from that that you like to see your landlord. You like them to live in their homes?—Yes, for my own part.

Lord *Kenyon*—continued.

3459. You said you wished to have the Game Laws abolished?—Yes.

3460. Do you not think the game has some attraction for the landlord, and that it keeps him on his estate?—The game has great attraction for the landlord, I suppose.

3461. You are not able by means of this Ground Game Act to get rid of the rabbits on your farm?—I can get rid of them on my own farm, but it is adjoining the preserves.

3462. Your farm is surrounded by the woods?—Yes.

3463. And they come off the woods on to your farm?—Yes.

3464. You have no wire?—I paid over 40*l.* for wire netting myself, and then I cannot prevent their destroying the crops.

3465. I want to hear some more of your sister's case, which you said was a hard case. You said your sister was paying for improvements done by your mother?—Yes.

3466. Had she built the cottages?—Not the cottages, but the outhouses. There was a dwelling-house on it before. My parents always occupied it before I remember, and they occupied that, together with a small farm of our own. When my elder brother married, as the place belonged to him, my mother and the rest of us removed to this small farm of Mr. Talbot's, then she asked Mr. Talbot's assistance to build a few outhouses and he refused, and she did it herself.

3467. How many acres was this holding?—About 30 acres.

3468. Had it been attached to the house before?—Yes, the house had always been on it.

3469. Had there been buildings, and had they fallen down?—There had been buildings there years ago.

3470. And Mr. Talbot refused to build any house on it?—Yes.

3471. Was Mr. Talbot then in the habit of doing his buildings at all?—He would do several new buildings about where they were required on large farms, but he did not care very much about doing buildings on farms of this sort.

3472. There was nothing of this kind: he did not let it at a low rent on condition that the repairs or buildings were done by the tenant?—No, he did not.

3473. What was the rent in the first instance of this small holding?—The rent was considered fair before.

3474. Do you know what it was?—I cannot say exactly. I should think it would be something like 10*s.* per acre for the 30 acres. That would be about 15*l.*

3475. When it was risen, what did it amount to?—I think it was 2*l.* 10*s.* that it was raised to.

3476. Raised 2*l.* 10*s.* in all?—Yes.

3477. That is to 17*l.* 10*s.*?—Yes; 17*l.* or 16*l.*

3478. Would you call that a high rent?—It is high enough for that land, considering the poor quality.

Lord *Kenyon*—continued.

3479. What labour do you employ now on your farm?—Four labourers and servants on the farm.

3480. Some living in the house?—All living in the house.

3481. You have no cottages on your farm?—No.

3482. Do you find any scarcity of labour in the district?—Yes; great scarcity.

3483. Do you think the labour is as skilled as it used to be?—For my own part I do not find much difference. Some complain that it is not so good.

3484. Is there any demand for dairymaids in this part of the country?—There is.

3485. Is there any dairying, cheesemaking, or butter-making done in this part of the country?—We do mixed farming, as we call it, a little of everything. There are no farms entirely devoted to dairying.

3486. You only make butter as it suits you?—Yes.

3487. Is there any difficulty in getting dairymaids?—Yes; there is great difficulty.

Mr. *Brynmor Jones.*

3488. I think this agreement which you have put in is the usual form of agreement on Miss Talbot's estate; is it not, so far as you understand?—Yes.

3489. Is this the form of agreement under which you hold?—Yes.

3490. I see it contains this clause: "Roofs, "chimneys, doors, windows, fences, gates, and "bars to be kept in tenantable repair by the "tenant"?—Yes.

3491. Have you in fact kept the roofs and so forth in repair yourself?—Yes.

3492. What was the exact date on which you became tenant of this farm about 10 years ago. Who was in possession before?—My wife's father.

3493. And the grandfather before was also tenant of the same farm?—Yes.

3494. Was the farm at the time you became tenant and signed the agreement in good ordinary tenantable repair?—It was not. It was in a very dilapidated state. Some of the houses and the gates, hedges, and fences were bad.

3495. What sized dwelling-house is it. How many rooms upstairs and how many downstairs?—Plenty of rooms—15 rooms altogether.

3496. Then it was expensive to keep it in repair?—Yes.

3497. You say it was out of repair?—The dwelling-house was not much out of repair, but some of the older outhouses were out of repair. I have had to new thatch them repeatedly.

3498. And the fences?—I have to make new all the fences pretty nearly all over the farm.

3499. And the gates?—I have put 33 new gates since I have been there.

3500. Thirty-three new gates in 10 years?—Yes.

Mr. *Brynmor Jones*—continued.

3501. Have you paid for the timber yourself?—No, I had the timber given me.

3502. Who gave you the timber?—The landlady or the landlord.

3503. Who did the haulage?—I did.

3504. And put it up?—Yes.

3505. And made the gates?—Yes.

3506. There was no rise in the rent at the time you became tenant from what there was when your father was tenant, was there?—No.

3507. Do you complain of that rent now yourself on the terms of this agreement?—That is my chief grievance—too high a rent.

3508. Your rent is 131*l.* 10*s.*?—Yes.

3509. Then assuming that this clause as to repairing were out, would you still say that the rent was too high?—Yes.

3510. That we may thrash the matter out, tell me what you mean by the rent being too high?—Because I am paying about double the rent of my neighbour.

3511. Which neighbour?—One adjoining and many others.

3512. On the same estate?—Yes.

3513. Can you tell me how much arable land you have of the 150 acres?—Yes; 65 acres ploughed land and 54 acres dry grass, 18 boggy and wet marsh land, 6 wood, and about 7, I consider, of hedges and lanes.

3514. Taking that as a division, on what ground do you say that this is too high a rent; show us how you would arrive at what should be a fair rent between you and the landlady?—What we should call a fair rent would be at the same rent as the greatest part of her land is let at in Gower at the present time.

3515. About how much per acre do you think that is?—Some down as low as 7*s.* 6*d.*, and from 7*s.* 6*d.* to 10*s.* and 12*s.* per acre.

3516. Take the 65 acres of arable land. What kind of land is that in quality?—Not very good—medium I have made it much better than it was.

3517. Supposing you took this upon the terms upon which you have got it, and applied a reasonable amount of capital and worked hard, and did the best that was possible for the farm, would it be possible for the tenant to pay this rent of 131*l.* and make a fair profit on his capital?—I find it difficult to pay it out of the proceeds of the land. If I had not an income of my own coming in, I do not think I should make both ends meet.

3518. Without that you do not think you could pay the 131*l.*?—I expect it would be difficult enough.

3519. You refer to a land court to fix fair rents. Upon what basis do you suggest that the court should fix the rent? Can you give me any idea of that?—The best basis I can suggest to fix the rent is what rent the landlords can make out of the land themselves. They like, most of them, to try their hands at farming, and generally complain that they cannot make much out of it.

3520. Do not think I am putting this question in a hostile manner. It is only to ascertain what is in your mind. Your last answer suggests this, that there should be no rent, but if there should be no rent, why have a court to fix a fair rent?—Is it possible that the landlords cannot make anything out of it? I did not suggest that they did not get anything out of it.

Mr. *Brynmor Jones*—continued.

3521. I am supposing you had your land court established, and you and Miss Talbot go before the land court, how is the court to ascertain what is to be the fair rent for your farm?—By the value of the land and the value of the farm produce at the time.

3522. You say that the rent to be fixed by the court ought to be re-adjusted from time to time by the court, having regard to a number of circumstances, including the value of produce for the time being?—I think rents should be governed by the prices of farm produce in the same way as tithes have been governed in later times.

3523. Would you be willing to take the price of wheat and let the rent follow the price of wheat?—I do not think wheat alone, but take the general price of stock crop.

3524. You rather assent to my view, that the court should take all the circumstances into consideration, including, amongst others, the price of different articles produced by the farm?—Yes.

3525. I was struck by this, that you told Lord Carrington that you wished for fixity of tenure?—Yes.

3526. At the same time that there was no demand for leases?—Yes.

3527. How do you reconcile those two things?—There is no demand for them, because we know very well we should not get them.

3528. Then when you answered my Lord, what you meant was that in fact no demands were made for leases, because there was no hope of getting them. Is that it?—Yes.

2529. Do people want leases?—I believe most farmers would prefer security of tenure for a time.

3530. A lease gives you security of tenure for a time, does it not—say a lease for 7, 14, or 21 years?—Yes.

3531. Is not that desired by people?—No. I do not know that it is ever asked for.

3532. Do you think that people have a desire to have leases?—I do not think they have a desire.

3533. Then what is the fixity of tenure that you desire?—The time.

3534. You mean that they should be secured in their holdings for a certain number of years?—Yes.

3535. A lease gives you that?—Yes.

3536. What authority do you propose as determining the length of time for which tenure is to be secured to the tenant?—Well, I am not prepared to say about the time—7, 14, or 21 years.

3537. At the present time, according to our present law, there are two ways in which a man can get fixity of tenure. He can first of all get

Mr. *Brynmor Jones*—continued.

a lease for as long as the landlord is willing to give it, or, secondly, he can buy his holding. The law permits both those things. Do you suggest any alteration of the law?—I was not aware that the law permitted it.

3538. Certainly, the law permits Miss Talbot to lease if she likes?—It does not compel her to do it.

3539. I asked you whether you believed people wanted leases from Miss Talbot, and you said you believed they did?—I have never heard any say that they wished to have leases.

3540. You define fixity of tenure as the rights that you, the tenant, have on the holding for a number of years. Do I understand you to suggest that a court should also determine that matter?—Yes.

3541. In what way—by giving anyone who is now in possession of the land, the right to demand a lease from Miss Talbot?—I do not know that anyone would require that, unless we had land courts to fix a fair rent as the first thing, and then fixity of tenure.

3542. I am adopting your suggested reform. I am supposing that the court is to fix a fair rent, and to determine whether a lease shall or shall not be granted?—I think the court should determine whether a lease should be granted or not; that is, if the tenant required a lease. I am not prepared to say whether people want leases in general or not.

3543. At any rate, I understand you to suggest that until some legislation takes place, and some new authority is given jurisdiction, it is impossible to adjust relations between landlord and tenant fairly. Is that the point you want to make?—Yes.

3544. I thought you mentioned some cases of hardship. Are there any others that you think of?—There are a few cases of hardship which happened in our district.

3545. Will you give me one or two?—There was one, Butler, a farmer, of Scurlege Castle, a few years ago that came to grief, and one several years ago, named Henry Thomas, Pen Mynydd, who was sold up.

3546. By "sold up," do you mean distrained upon for rent?—I believe so.

3547. Did he owe his rent?—I suppose his rent.

3548. What was the particular circumstance of hardship, then?—He could not pay for the land he held under the landlord.

3549. Do you mean he was a man who was doing the best with the land on which he had been a long time?—I believe he was, because I knew him to be a man who worked very hard.

3550. Although he worked hard, he could not pay his rent, and in the long run he was distrained upon?—Yes.

3551. Is that the kind of hardship you refer to?—Yes.

3552. Have very many instances of those kinds occurred?—Not very many; occasionally.

3553. On whose estate was Mr. Thomas, to whom you refer?—On the late Mr. Talbot's.

Mr. *Brynmor Jones*—continued.

3554. How many hired servants have you got living on your premises?—Four.

3555. They have ample accommodation in your house?—Yes.

3556. Speaking generally of the farms in the district, what is the accommodation for the hired servants?—In some places they have very good accommodation—plenty of separate rooms for the male and female portion to sleep. In other cases, again, the rooms are very scarce, and in some cases there is only a curtain dividing the male and female portion.

3557. Are there many farm labourers living in cottages?—There are a few.

3558. Are the cottages near their work often, or far off?—In some cases they have to walk several miles from the cottages to their work.

3559. What do you mean by "several"?—Three or four.

3560. Is that very common, do you think, here?—Not common; but there are a few cases.

3561. How are the rents of these cottages for the labourers?—I believe they are rather high.

3562. What are they in figures—what is paid for the ordinary labourer's cottage?—I believe they pay about 4*l.* or 5*l.* a year for their cottages.

3563. Do they have to repair their cottages, too, as the farmers do?—I am not prepared to say.

3564. In the case you refer to, is the cottage taken direct from the landlord, or is it taken by the farmer and sublet by the tenant?—In some cases it is let by the landlord, and in other cases let by the farmer.

3565. Have there been many cases of changes of tenancy upon which a claim for compensation has been made in this part of the country?—There have been several.

3566. And have claims for compensation been made?—The outgoing tenant always claims compensation. He claims compensation for unexhausted manure and seeds - seed crops and such like.

3567. But he claims no compensation, according to your custom, for any improvement he has made in the roofs, chimneys, doors, and so forth?—Just so.

3568. When you said you did not feel any fear of personal disturbance, is that because you have any personal assurance to that effect, or is it because of the general character which you attribute to Miss Talbot?—Because of the general character I attribute to her

3569. And the general management of the estate, as I understand?—Yes, I believe Miss Talbot to be a thoroughly good principled landlady, if she has her way, so far as she is concerned.

3570. Does that apply to all the landlords in the locality?—I cannot say much about the others.

Mr. *Griffiths.*

3571. You mentioned some case of hardship of a Mr. Butler who was sold out. What be-

Mr. *Griffiths*—continued.

came of the farm he lived in afterwards?—It was let to another tenant.

3572. Did he pay the same rent as Mr. Butler did?—I believe he did.

3573. How long did the one who took the farm after him remain there?—He is there at present.

3574. At the same rent?—Yes.

3575. He managed to get a living, and he has made it pay?—Yes.

3576. How do you account for that?—Perhaps being a more competent and persevering man; I cannot say the real truth of the matter.

3577. Then there is another man, H. Thomas, Pen Mynydd. He was sold out?—Yes.

3578. Who took his place?—Another man by the name of Thomas, I believe, succeeded him.

3579. At the same rent?—I believe so.

3580. Is he there still?—No, he is dead.

3581. Does the farm still continue to be let at the same rent?—Yes, I believe it is let now at the same rent.

3582. I think you complain that part of the farms are taken away for planting, and you have no compensation?—There has been part of the land taken away.

3583. You represent the whole parish of Penrice?—Yes, I can speak for the parish.

3584. Do you remember any instance in which any land has been taken in that way, and there has been no compensation?—Yes, there has been some taken from my farm. I believe there is a field taken from an adjoining farm and nothing allowed for the rent to the farmer from whom it was taken. It was put to another farm, and he had to pay rent for it.

3585. Did he ever apply for compensation?—I do not think he did.

3586. You never apply for compensation for any timber cutting, do you?—No.

3587. Twenty years ago your farm was let at 90*l.*?—Yes.

3588. You have put in a table. Have you calculated the difference in the amount that was made out of the farm at that time and the amount that is made at the present time, and compared the two?—No, I have not.

3589. You have given the prices, but have you never carried that out?—No.

3590. You should have carried the table right out, and then we could see how you stand. Do you consider that farming is not so good in the neighbourhood, because you have not the fixity of tenure which you speak of?—I believe people would make more of the land if they had it, because they would have to lay out more on the land, and make it more productive.

3591. You say some of the land has been laid out to grass. By whom has that been done?—By the tenant.

3592. Did the landlord in no way assist by giving seed or manure?—No.

3593. Do you pay any per-centage for any fresh buildings on the farms or for repairs?—There have been no fresh buildings or repairs since I have been tenant, but I believe it was in consequence of new buildings done for my father-in-law that the rent was raised.

Mr. *Griffiths*—continued.

3594. You cannot say what the per-centage charged generally in the parish for buildings is?—About 5 per cent.

3595. You say you do not think the climate in this part is good for poultry farming?—No, I do not think it is.

3596. How do you make that out?—I think it is rather cold.

3597. Do you know that poultry farming in the present day is a very beneficial occupation; do landlords provide proper houses for keeping them?—No.

3598. As I was coming along the road I saw a very fine flock of geese. I thought surely in this neighbourhood you were paying some attention to it. Have you insured your buildings at all?—No.

3599. Your crops?—No.

3600. Nor your lives?—No, we do not get life assurance.

3601. You complain that you have not sufficient room for your servants. Have you ever applied to have more room?—I have ample room for all my servants—too much room, if anything.

3602. I thought you mentioned just now that servants had only a curtain dividing the male and female portion in some cases?—That is only in some cases; it is not general.

3603. Have any left this neighbourhood to go elsewhere?—A great many have left. That is the reason of the scarcity of labour, because they migrate to works and such places where they get higher wages.

Mr. *Richard Jones.*

3604. You said that you had not many cases of permanent reductions. Is that so?—Not one, to my knowledge.

3605. In cases where abatements have been made, have notices been sent previously to the tenants?—There were notices sent a few days before we had the 25 per cent. reduction, about six or seven years ago. There was no notice given of the last abatement of 15 per cent. which we had last year.

3606. What is the consequence of this?—I do not know that the consequence is very great. Perhaps some might have had to sell at a loss so as to make the rent.

3607. Where otherwise they would not have sold their stock or their produce?—Yes.

3608. They sold them under a disadvantage, in order to bring the full rent?—I am not aware that that has been the case.

3609. Such a thing, you think, may have occurred?—It may have occurred.

3610. I see you have given a table of 20 years ago, and also the prices at the present time. You put horses at 20*l.* 20 years ago, and at the present time 15*l.*?—Yes.

3611. What horses do you say fetch 15*l.* at the present time—draught horses?—Draught horses—farm horses for general farm work.

Mr. *Richard Jones*—continued.

3612. Do you consider 15*l.* an average price?—Yes.

3613. What is the character of your horses; have you shire horses here?—There are not the best horses kept in Gower.

3614. Why do you not go in for the best quality of horses, because it seems to me that the country is very well adapted for it?—I think it is a mistake we do not.

3615. There should be more enterprise and spirit on your part as farmers?—I think our landlords ought to keep the best pedigree stock for the convenience and benefit of the tenants.

3616. Where are the entire horses that travel this part of the country obtained from?—Carmarthenshire and Breconshire.

3617. Do the landlords purchase or hire entire horses for the benefit of the tenants?—No.

3618. No one?—No.

3619. What about drainage. Who carries out the drainage on the farm?—It all has to be done by the tenant here.

3620. Do the landlords in any cases supply pipes?—I am not aware that they do. I have never heard that they do.

3621. Not in any case?—Not in any case.

3622. Is there much drainage done in the neighbourhood?—Not a great deal. I have done a little of it myself. I have drained six or seven acres at a cost of about 40*l.* to 50*l.*

3623. Is it land here that should be drained thoroughly in order to render the soil profitable?—There are some lands that might be improved greatly by draining.

3624. Supposing that you were to leave your farm, can you recover compensation either from the landlord or from the incoming tenant for the money you have laid out in draining, or according to the custom of the country?—No, I believe not; neither by the custom of the country, nor under the Agricultural Holdings Act.

3625. I understand that the landlords supply timber in the rough for you to make gates?—Yes.

3626. You have to saw them?—Yes.

3627. Haul them?—Yes.

3628. And put them up?—Yes.

3629. You recover no compensation in case you leave?—No; none whatever.

3630. Have you a copy of your agreement?—I have not a copy of my agreement with me.

3631. Is it usual for tenants to be supplied with copies of the agreements?—It is not usual. I do not know that it is ever done. They never ask for them, to my knowledge.

3632. They never apply for a copy of the agreement. Have you perfect freedom to cultivate the soil in the way which you consider most profitable?—Oh, perfect freedom in that.

3633. Are you allowed to sell any hay?—We are allowed free sale on Miss Talbot's estate; there is no restriction whatever.

3634. Do you consider that a benefit?—Yes

3635. Has the character of the farming anged a good deal during the last 20 years?—

Mr. *Richard Jones*—continued.

I do not know that it has changed very much during the last 20 years. It has changed a great deal during the last 40 years. More roots are grown, and less corn and less fallow. They find now that a crop of roots pays better than a bare fallow.

3636. You have no need to go back 40 years. The rising of corn was fairly profitable 20 years ago. Have you made any application for trespass for game?—No, no more than destruction trespass—in the destruction of rabbits. Do you mean, have I made any application?

3637. Yes?—No.

3638. Have you suffered much from the ravages of game?—Oh, yes. I have suffered a great deal from it.

3639. You have never made an application?—No more than calling the agent's attention to the destruction by the rabbits and game.

3640. Do you go in for dairying here?—A little. We go in for almost everything; we call it mixed farming.

3641. Is the land suitable for dairy purposes?—I believe the land is suitable enough, but we do not go in for dairy purposes much more than for our own consumption, because we are so far from market.

3642. That is your chief reason for not going in for dairying, because you have not a market near to dispose of the dairy produce?—Yes.

3643. Where do you dispose of your corn, and where do you sell your stock?—Swansea.

3644. Fourteen miles?—Yes.

3645. You consider it a disadvantage, that you are living so far from a good market town?—Yes, a great disadvantage.

3646. Do you consider your labourers as skilful now as they used to be?—I have very skilful labourers at present. I cannot complain of my own.

3647. Do you have to treat them better now than you used to about 20 year ago?—Oh, much better.

3648. Shorter hours?—Yes, shorter hours and better food.

3649. Do you have any difficulty with the beer question in this neighbourhood?—Not much difficulty. We give them beer when they require it on certain occasions.

3650. Do they require it pretty often?—Not very often, unless such as at harvest time, seed time, shearing, or when some special job is going on.

3651. You consider that that is a heavier item in your expenditure now than it was formerly?—It is a heavier expenditure.

Mr. *Seebohm.*

3652. Do you know the country all round here well?—Pretty well.

3653. Oxwich?—Yes.

3654. And Knelston, Llanddewi, and Penrice?—Yes.

3655. Under what manor are you now living?—I do not know the name of the manor; Miss Talbot is the lady of the manor.

Mr. *Seebohm*—continued.

3656. Are there many of the old copyholders left—many people who have copyhold holdings now?—There are a few.

3657. Are they chiefly farmers?—Yes.

3658. How many acres of land would a copyholder hold?—Indeed, I am not prepared to say.

3659. Many acres?—Not very many.

3660. Five, up to 10 and 20?—Something like that.

3661. These copyholders have permanence of tenure, have they not?—Yes.

3662. They pay rents—quit-rents?—Chief rents—a small trifle.

3663. And something on the death of the copyholder; do they pay a heriot, or something of that sort, on the death of the copyholder for the renewal of the copyhold?—I believe they do.

3664. I think you have not stated whether in many cases on this estate farms have been held for many generations by the same family?—In some cases farms they have.

3665. Do you think that those families held originally by copyhold; have you ever heard the old people saying that the original families who lived in the farm used to hold that farm by copyhold?—I could not say.

3666. Is there any tradition that they once had leases for lives, or anything of that kind, or were they always tenants from year to year?—I am not prepared to say, indeed.

3667. Do you think there would be anyone in this neighbourhood—any family—who had been on the land for a long time who would be able to tell us whether there was any tradition of there once having been permanence of tenure, either by leases for lives, or something of that sort?—I have no doubt there are some who could give information on that point.

3668. Do you know the parish of Llanddewi?—Yes.

3669. Do you consider most of the people living in Gower are English people; you call it "English Gower"; it is not supposed to be so Welsh as other parts of Wales?—No, it is generally termed Fleming.

3670. Are there more Welsh people in Llanddewi than the other parishes?—I believe they are much about the same.

3671. How do you account for such a name as Llanddewi; that is a Welsh name?—Yes, there are many Welsh names in Gower.

3672. Have you ever heard by tradition from your ancestors when the Flemings came; how many hundred years ago?—No; I could not give any account of that. I have heard some old traditions, but whether there is any truth in them or not, I could not say.

3673. What traditions have you; what can you tell us about the traditions of your ancestors?—The old tradition is that it was in war time that the Flemings landed at a port or small bay called Port Eynon, at the south of the Peninsula; that they landed and remained there, and that they came from Flanders.

Mr. *Seebohm*—continued.

3674. Yes, they were supposed to; but you have no tradition of how long that was ago?—No, I could not say.

3675. You spoke of fixity of tenure. Supposing you had the three things you mentioned. fixity of tenure, land courts, and free sale. By "free sale" you meant free sale of your holding to anyone you wanted to sell it to, did you?—Well, free sale of farm produce. I do not know whether people would be disposed to sell the farm or not; that I cannot say.

3676. That does not enter into your mind. You have got these three notions about land courts, and fixity of tenure, and free sale, from the Irish experience, have you not. Those are the three things?—I believe it is the only way for us to get fair rents.

3677. You mean by the land court?—Yes.

3678. The fixity of tenure and the free sale are the other two things that the Irish went in for?—Yes.

3679. I want to know whether you understood what free sale really means. Free sale in Ireland means sale of the tenancy; when you went out and another man came in you would be able to sell your tenancy to him for whatever he would give. That is not what you mean by "free sale"; what you meant was the sale of the produce?—Yes.

Mr. *Grove.*

3680. Is there much uninclosed land in this district?—Not a great deal that I should approve of having inclosed.

3681. You think it would be no improvement if it were to be fenced and apportioned amongst those who claimed the right of using it?—I do not think it would be any advantage.

3682. Do you know the conditions of Fairwood Moor—the acreage and general conditions?—I have no idea as to the acreage; I should think it would be some hundreds of acres.

3683. Do you know the conditions upon which it is used?—The condition of the land?

3684. Not the condition of the land—the condition of the pasturage—the rights?—I do not know anything about that.

3685. Cefn-Bryn?—I believe Cefn-Bryn is a free common for anyone to turn to.

3686. Without stint?—Yes.

3687. And in your opinion it would be no advantage to have portions of that fenced and divided amongst those who claim the right of pasturage?—I do not think it would.

3688. When you enter into an agreement with a landlord are you supplied with a copy of that agreement as a rule in the district?—No.

3689. Why?—We never ask for it. I suppose we could have it if we required it.

3690. Is it not tendered to you by the agent as being a reasonable thing for you to take away a copy of the document you have signed, so that you can refer to the conditions

Mr. *Grove*—continued.

at any time?—I should think it was a reasonable thing.

3691. Then it is an unreasonable thing for you not to have asked for it, I should think?—Yes.

3692. Now upon the question of game. Does it strain the conditions between landlord and tenant and agents that there is the damage which you speak of as being done by game in certain cases?—Yes, it certainly does. It must cause unpleasantness and bad feeling.

3693. Not to any serious extent, does it?—We have to do like the American says—grin and bear it.

3694. There is an under-current of unpleasant feeling?—Yes.

3695. Do the wives and children of the farmers in this district help in the labour of the farm?—Yes.

3696. Could the farmers make the farms pay unless they have the help of their families?—In many cases they could not.

3697. Do you think if you had more cottage accommodation for the labourers that it would be likely to settle the men a little more on the land, and to prevent their migrating away to the colliery districts, and so on?—It certainly would; if they had more accommodation they would never leave.

3698. You consider the cottage accommodation not quite sufficient for the district, speaking of it generally?—It is not.

3699. As to fixity of tenure. Would that lead to improved farming if you have fixity of tenure?—Yes, I believe so.

3700. In what way?—People would lay out more of their capital on the land and make it more productive.

3701. And attend to the fences and ditches?—Yes; the fences and ditches and watercourses would be better looked after than they are at present.

3702. When you go in for improvements in the district is it usual to apply to the landlords of the district for their consent to such improvements?—No, it is not usual.

3703. Why is it not usual? Is there a little diffidence on the part of the tenants to approach the agents for these consents?—I believe there is.

3704. Are you well acquainted with the provisions of the Agricultural Holdings Act yourself?—No, I am not.

3705. Have you any farmers' club in the district?—No farmers' club.

3706. No organisation of any kind amongst the farmers?—No co-operation—no organisation whatever as respects farming, in buying, selling, analysing, or anything of that sort.

3707. In a change of tenancy, do you consider, according to the custom you have been speaking of, that the outgoing tenant is properly compensated for the improvements he has made, and that he is leaving behind him?—Often he is not.

3708. You think that by that arrangement, that even now he leaves money behind him, when there is a change of tenancy?—Yes.

Mr. *Grove*—continued.

3709. Do you take advantage of benefit societies at all in this district?—Farmers and labourers avail themselves greatly of benefit societies.

3710. Do you use the railway at all somewhere within this district for the removal of produce or conveyance of stock?—Very little. One of the disadvantages that we suffer from here is the want of railway accommodation; the railway does not come within seven or eight miles of me, I suppose.

Mr. *Seebohm.*

3711. How do you measure your land here; I suppose by the acre?—Yes.

3712. Have you any customary acre of the country different from the statute acre?—I believe our acre is the statutory acre.

3713. The one that was used by your ancestors?—I believe it has been changed some years ago.

3714. You do not know what length the rod was that they used in measuring the land before the statute acre came in?—No, I do not.

Professor *Rhŷs.*

3715. Do you farm much the same as they did years ago—say 40 or 50 years ago?—Our farming has changed considerably since then: more root crops and less fallowing; more pasture and less corn.

3716. I understood you to say that you did not go in very much for poultry about here, and that one of the reasons was that the climate was cold. Is that right?—Yes.

3717. What sort of climate is it here in winter. Do you have much frost?—Sometimes we have a good deal of frost, other winters pass with very little.

3718. Do you ever have snow?—Scarcely there is ever a winter without snow.

3719. How long does a fall of snow stay, as a rule, when it comes?—Sometimes a week, or nine days, or a fortnight.

3720. Would you say that it was exactly a cold climate, or rather that it was windy and wet?—Windy and wet.

3721. With regard to drainage; there has not been very much done, I think you say. Do you have any difficulty with regard to getting water for the use of your farms?—I have no difficulty. I have water very close by.

3722. Is that generally the case in Gower?—There are some cases in which they suffer considerably from want of water. They have to fetch it from a long way.

3723. How many servants have you living in the house?—Four.

3724. All women, or some of them men?—All men.

3725. They have their food at a separate table?—Yes.

3726. You are obliged to feed them much better than they were fed many years ago?—Yes.

3727. I am not inventing this question for you particularly; for I have asked it before: what

Professor *Rhŷs*—continued.

do the servants, as a rule, have for their meals—say for their breakfast?—Tea or coffee, bread and butter, and cheese.

3728. Wheat bread?—Yes. No barley bread has been eaten for many years now.

3729. Meat or bacon at breakfast?—Sometimes.

3730. The next meal would be dinner in the the middle of the day?—Yes.

3731. What would that consist of?—Potatoes, vegetables, and meat.

3732. What meat?—Bacon, and sometimes fresh meat—butchers' meat.

3733. What is the next meal?—Tea in the afternoon.

3734. And after that supper?—Yes, supper, coffee generally—mostly coffee, I believe, for supper.

3735. What would they eat with it?—Bread and cheese.

3736. Would you regularly give them beer at any of those meals; do they rqeuire beer?—No.

3737. That is a sort of thing for the holidays?—For special occasions.

3738. When especial energy is required of them, or when?—Yes, that is it.

3739. There is no regular outlay to supply the labourers with beer?—No.

3740. This is typical of most of the farms around?—I believe there are some farmers who have beer continually.

3741. You have no cottages for your labourers on the farm?—There are no labourers' cottages on my farm.

3742. Ought you to have cottages on your farm; would it answer better?—I believe it would answer better.

3743. I want to know, with regard to those cottages for labourers working on your farm, whether it would answer best that they should be let direct by the landlord to the labourer or by the farmer?—I could not say.

3744. What do you think?—No doubt the labourer would prefer to have them let by the landlord.

3745. The landlord is so good?—Yes.

3746. They are more afraid of the farmer?—I think if they and the farmer should fall out, the farmer might take an advantage; but I do not know.

Sir *John Llewelyn.*

3747. Are there any freeholders about?—A few in Gower.

3748. Not many?—Not very many, but a few small ones.

3749. With respect to the security which you desire to have; did you ever ask for a lease?—I never did.

3750. You think you are safer as you are?—I feel safe enough as I am.

3751. Now, about the custom of the country. What do you get, supposing you go out. You would get then your compensation from an incoming tenant?—I should get compensation from an incoming tenant, for what I left behind.

Sir *John Llewelyn*—continued.

3752. Under the custom of the country?—Yes.

3753. And under the Agricultural Holdings Act?—I do not know much about the Agricultural Holdings Act.

3754. You contracted yourself out of a portion of that Act?—Out of a portion of that Act—the six months' instead of 12 months' notice.

3755. You object to that?—Yes.

3756. You think that is onerous and restrictive?—It is restrictive.

3757. Are there many changes in tenancies on the estate?—Not generally; there are occasionally.

3758. It does not very often happen that that clause would be required?—Not very often.

3759. I should like to know a little more as to what you think would be better, supposing there was such a thing as fixity of tenure, to be obtained from the land court. In what way would you be better off?—As regards fixity of tenure, I have not very much to say. It is unfair rent or unequal rents that are our particular grievance.

3760. Unequal rents?—Yes, unequal rents. We feel rather aggrieved that several of us should pay double the rent that others do, for the same quality of land.

3761. That is what you principally complain of?—Yes.

3762. And of your own being too high?—Yes.

Chairman.

3763. You have been very good natured, and I am rather reluctant to ask you any more questions, but perhaps you would not mind my asking you one question. You are a representative of a class which is happily very numerous around this district. Your family has been a long time on the land, or your wife's family has been. No doubt they have a great affection for the old house, and the land and so on, and family traditions, and they would be sorry to leave it?—Yes, my Lord, they would be sorry to leave it.

3764. I had some difficulty in following the objection to asking for leases. You told us there was no great demand for leases. We can let that go by; but still you told us that you wished for a land court. Now is it for this reason: would you like to see a land court established that you could refer to, if you thought your rent was higher than it ought to be, and the landlord thought it was a fair rent. Is that what you mean?—Yes.

3765. A sort of court that you could refer to of practical men who would decide, and whose decision would be final and legal, as to what rent you were to pay?—Yes.

3766. As for fixity of tenure, I suppose you mean that so long as you paid that rent and farmed in a husbandlike manner, you should be secured in your holding, and able to live on that holding so long as you carried on the conditions

Chairman—continued.

imposed upon you by that court. Is that the sort of thing?—Yes.

3767. And besides that, you would wish the court to adjudicate on any losses from game or losses from timber felling that you might be subjected to and that the landlord might decline to pay. You would refer those sort of questions to the land court as well?—Yes, my Lord.

3768. Then you would wish to have a sort of Glamorganshire custom established by law, so that when you went out of your holding in case of death, or in case of going away to another part of the country, you would like to be perfectly certain that not only by the custom of the country, but by law, you would be entitled to any outlay that you might have made on the farm, such as dry walls, or draining, or manuring with lime, or any other improvements on the farm?—Yes, my Lord; I laid out over 200*l.* when I took the farm, and if I were to leave to-morrow I do not think I should get compensation.

3769. How much would you get out of that 200*l.*?—I do not expect I should get any.

3770. Not according to the Glamorganshire custom?—No.

3771. We have been told that the Glamorganshire custom is much preferable to the Agricultural Holdings Act?—But it does not come as far as here.

3772. The Glamorganshire custom does not extend so far as this?—No.

Mr. *Griffiths.*

3773. Some of the labourers in your neighbourhood keep cows, do they not?—I do not know of any labourers who keep cows. There are many with small holdings; but they cannot live on the holdings themselves; they are obliged to go out and labour as well.

3774. Would it not be advantageous to the labourer to have a cow or two?—I dare say it would.

3775. Would it not bind him more to the land?—I dare say it would.

3776. And the children would be taught a little more of farming?—Yes.

3777. Do the children of the labourers generally take to farming operations?—They take to farming operations, those that have an opportunity.

Mr. *Richard Jones.*

3778. You say that you have contracted yourself out of the Agricultural Holdings Act with respect to the notice to quit only. Now, supposing that a tenant has drained his farm, and has left, is he aware that if he gave notice to his landlord he could put in a claim for draining according to the Agricultural Holdings Act?—I was not aware that he could.

3779. I take it for granted that the Act is very little known in this neighbourhood?—The Act is very little known here. The farmers do not go in very much for understanding laws and

Mr. *Richard Jones*—continued.

things. They have not much time for that. They have to devote all their time to hard work and agricultural labour.

Chairman.

3780. I have some questions to ask you which have been handed in according to our custom. The first two questions are handed in by Mr. Penrice. The first is about rates, and it is this: Is it not the fact that the only rates that are higher are road rate, for which we get very much better roads, and the county rate, which is nearly double since the county council has had the management. Has not the road rate been raised about 25 per cent.? Are you able to answer that?—The road rate I should think has been raised about 500 per cent. in Oxwich parish. 40 years ago the road rate was 6*l.*; now it is about 40*l.*—from 36*l.* to 40*l.* Someone says, behind me, that it is 50*l.* About 40 years ago it was 6*l.*

3781. You have stated that the rates have risen 100 per cent.; since when?—Since the last 40 years, I should think.

3782. Can you tell us what they were 20 years ago, and how much they amount to now?—I am not able to answer that question. I was not farming then. I was out of the country.

3783. There are some questions which are put by Mr. Nicholl, the agent to Miss Talbot. What number of tenants do you consider you represent? Do you speak for yourself, or do you speak for others?—I speak for myself. There are several of the other tenants here ready to speak for themselves.

3784. Is it not the fact that Miss Talbot has promised to have your farm re-valued?—Yes.

3785. Do you not think if your farm was vacant that it could be re-let at the same or a higher rent?—I have no doubt it could be let at the same rent.

3786. Is there much game except immediately around Penrice?—I believe they are not so numerous in other parts as they are about Penrice.

3787. Have you ever asked to be allowed wire netting?—I never asked for it, but my father-in-law asked for it.

3788. Are not the rents of the cottages and gardens from 5*s.* to 3*l.* or 4*l.* at most, usually 2*l.* or 2*l.* 10*s.*?—There might be some chance ones let at that rent.

3789. Are not the rents of the cottages which are sub-let by farmers higher than those let direct by Miss Talbot?—I am not prepared to answer that.

3790. Now, Mr. Vincent wishes to ask you a question or two. Is not a tenancy from year to year on Miss Talbot's estate reckoned to be equal to a tenancy for life?—I do not know that it is; I know that it was not the case always.

3791. Have you got a good house and buildings?—Our house is in an ordinary state of repair, but some of the outbuildings are almost

Chairman—continued.

ready to fall down. There are stays built against them to keep them from falling.

3792. Can you say whether successive members of the same families have held many farms on the estates of Miss Talbot and Mr. Penrice for generations?—There are some cases where they have.

3793. That is the form of agreement under which you hold [*exhibiting document*]?—Yes.

3794. Does it not show that section 33 of the Agricultural Holdings Act, 1883, is the only one excepted?—That is so.

3795. What is your rent per acre. Can you tell us that?—On an average per acre about a little over 17*s*.

3796. Are not Miss Talbot's farms notoriously low as compared with those of other owners?—A great many of them are, and some of them are equal to any.

Chairman—continued.

3797. In your opinion would not Miss Talbot be a gainer if the whole estate were re-valued, or at all events not a loser?—She would be a gainer.

3798. Have you not expressed this opinion recently to Mr. Nicholl?—Yes, my Lord.

3799. In fact, is not your complaint of inequalities of rents rather than of excessive rents?—It is both excessive and unequal.

3800. The last question is put in by Mr. T. D. Lewis, of Singleton, Swansea. You stated that no landlord in the neighbourhood kept an entire horse for the use of tenant farmers?—I did not say no one did.

3801. Is it not true that Sir Hussey Vivian kept an entire Clydesdale horse for the use of this district, and also pedigree shorthorn bulls of the best kind?—I am not able to answer that.

The witness withdrew.

Mr. JOHN TUCKER called and examined.

Chairman.

3802. You are a tenant farmer?—Yes.

3803. Who is your landlord?—Miss Talbot.

3804. Do you live anywhere near the last witness?—About two miles from him.

3805. What is the size of your holding?—146 acres.

3806. What rent do you pay for that?—90*l*.

3807. Is it chiefly mixed farming?—It is a mixed farm, but I have about 25 acres of cliff land. It is Horton, in the parish of Penrice.

3808. What is cliff land?—Common land, very short grass, and covered with gorse pretty well.

3809. A sort of sheep run?—Yes, adjoining the seashore.

3810. I believe you want to give us a little information about occupation, section 3. We have been told that the usual date of entry on Miss Talbot's estate is the 25th of March?—Yes.

3811. Upon other estates they come in generally in September?—I believe so.

3812. Which do you consider the best?—To come in in September.

3813. Why?—Because in case of a man having to leave his farm at the end of the year in March with a six months' notice he has little or no time to prepare for going out, because he has the dead half year before him, while if he goes out in September he has the best time to prepare for going out. With 12 months' notice I would just as soon one as the other, but with six months' notice it is better to go out in September.

3814. With regard to leases, there is no demand for them?—They have not been asked for in the past, and I do not think there would

Chairman—continued.

be a demand at present without considerable re-adjustment of rent. I believe people would take leases now with a considerable decrease in rent. At the present time and for many years we have been suffering from a great state of depression, and to all appearance we have not come to the worst. I do not think any man paying a high rent would take a lease without a re-adjustment of rents.

3815. He would not pledge himself to pay the present rents?—No, I do not think he would. I would not, at any rate.

3816. Do you think this is a fair agreement of Miss Talbot's on the whole?—Yes. I have a copy of my own agreement.

3817. Is there anything you find hard in it?—No, there is nothing in it that we object to at all. We should prefer her keeping up the repairs, that is the only objection I have to it. Especially in times gone by, most of the farm buildings had thatched roofs, and it was a very great expense to keep them up, but lately Mr. Talbot re-roofed many of his buildings, with the assistance of his tenants. The tenants were expected to do all the labour and the mason and joiners' work; he would give simply slate and timber and the tenant did the haulage. Of course, now the expense of keeping up the repairs of the roofs will not be so great. We have made one good outlay, and that will perhaps last a lifetime.

3818. When was that?—That was within the last 10 years. There are many now not done at all. Wheat is so expensive a crop to grow now, or rather it is not a paying crop to grow, and we must grow wheat to find reeds for thatching the roofs. It is expensive when you have to buy reeds to thatch the roofs.

Chairman—continued.

3819. There is no restriction about selling anything on the farm?—None at all. We have perfect freedom on Miss Talbot's estate to grow what we like and sell what we like.

3820. Practically speaking, there are not many cases of hardship in your district, certainly not under your landlady. What do you mean by the question of hardship. You have a good agreement and you have free sale?—Yes, there is nothing in that that I can call hardship.

3821. Is there any other sort of hardship? Is there anything you do not think quite fair?—No, I do not know that there is.

3822. Nothing about game, for instance?—Well, I am not very much troubled with game myself, only a little. The objection I have got to it is chiefly owing to partridges, for this reason. I am living not very far from the estate—about a mile off—and I am troubled a good deal on part of my farm with the partridges, and of course I am not allowed to kill and neither does the landlady or landlord ever come near to kill them. I can remember that on my farm in the last 40 years there has never been a landlord fire a shot on it to my knowledge.

3823. Still, the game is preserved?—The game is preserved, and I think that is unfair.

3824. You do not complain of the partridges, but you complain that no one shoots them?—They are most destructive to the root crops. They are destructive to the turnips; they scoop out little holes in the turnips, and the water accumulates, and that destroys them.

3825. Are there many partridges on your estate?—In a dry summer there are very many there.

3826. How many should you say?—About three years ago I was passing through one of my fields of five acres, and I rose about 70 partridges. That may give you some idea. I have never made complaint to the landlord, but I have often spoken to the keeper.

3827. You do not very much object to the partridges, if the landlords came and shot them?—That is my objection, but I think the game laws should be somewhat altered; I think the farmers should have an equal right with the landlord to the game. I do not say an absolute right, but an equal right.

3828. You do not know any farmer in the district who would object to the landlord coming over, and having a good day's shooting?—No, in fact, I think the farmer would take a pride in preserving the game.

3829. Is there any damage done in the timber cutting, or hauling, or leaving it on the ground?—Not in my case; there might be a little on the land in the wood.

3830. As to the usual conditions of tenancy, you object to them, and you think the landlord ought to keep the holding in repair?—Yes.

3831. As to the gates; are timbers given?—No, not in general on Miss Talbot's estate.

Chairman—continued.

I have been tenant 14 years, and I have never had a gate given me.

3832. How much does it cost in this part of the country?—From 8*s.* to 10*s.*; fit for hanging, 10*s.*

3833. Posts and all?—No, apart from posts; hinges and gate.

3834. You have a copy of your agreement?—Yes.

3835. Have you anything to say about your rent?—No, my rent is 90*l.* for 146 acres.

3836. What do you think of that, as compared with the rent about the country?—It is rather high.

3837. Very high, or rather high?—I may say it is very high for the present time. My argument is this, that when I took my farm I did not consider it high, but when you consider the prices now and then, I think there is great reason to complain. If you take all farm produce, they are worth fully one-third less now than 15 years ago. My contention is that any farm that could make 300*l.* 15 years ago cannot make more than 200*l.* to-day. That can be clearly proved.

3838. You think your rent should be reduced 33 per cent?—Yes, I think it should be reduced according to the market prices of things—according to a sliding scale. All farms that have come into the market on Miss Talbot's estate since 25 years ago, I may say, have been risen—the rents have been risen.

3839. Do you mean if a farm was vacant now, she would get more money than 25 years ago?—No, I mean this: going back 25 years ago, and up to about six years ago, all farms that came into the market were very considerably risen.

3840. Up to six years ago?—Yes. Since then I do not know of one which has been risen, or to any extent, simply because I suppose farming was paying then. Fifteen years ago, I took my farm in 1878, and it was risen to me then 10*l.* a year.

3841. It was risen 10*l.* a year then?—Yes.

3842. Did you hear the last witness, Captain Batcock, speak about land courts. Do you agree with him?—I do. I agree with land courts, but we must have properly representative courts; I should not believe in a one-sided court. If both sides were properly represented, I should agree. I do think there should be a third person as a rule between landlord and tenant.

3843. Whose decision should be final?—Yes. It is only human nature; the landlord tries to get as much as he can, and the tenant wants to get it as low as he can, and I think there should be a court where we could take any grievance upon either side.

3844. Instead of being settled as it is now by arbitration?—Yes.

3845. Would you be willing that the farm should be gone over every seven years, or five years, to see it had not gone back in any way,

Chairman—continued.

and that the farm was cultivated in a husband-like way?—Yes, I think there would be no objection to that.

3846. You have every wish to deal perfectly fairly and honestly with the landlord?—I have no wish to intrude on the landlord's right whatever.

3847. And as long as the tenant cultivated his farm properly, and behaved in a proper manner, he should not be disturbed in his holding?—Quite so.

3848. You have been on your land 14 years?—Yes, but I have been on the same farm all my life. I am the fourth generation on my own farm.

3849. Your family has been on the land many years?—My father, grandfather, and great grandfather have been there.

Sir *John Llewelyn.*

3850. This is a matter which is rather interesting as a matter of natural history. I did not know that the partridges would peck the turnips in that way. Do not the wood pigeons do mischief in the same way?—Yes, they do, undoubtedly. I think the wood pigeons, however, take more of the leaves than the root.

3851. You consider that the partridges, when they are not shot and not followed in that way, have done harm to your turnip crops?—I do.

3852. Are you troubled with rabbits as well?—A little. I can keep them down; but they do come on to me from the preserves.

3853. In respect of the rates; do you complain of the increase of the rates, and of there being more than they used to be, say, 20 years ago?—Yes, there is an increase in the rates.

3854. In which rates?—Chiefly the road rate and the school board rate.

3855. And the county rate?—Yes. The chief reason why we feel the rise in road rates of because formerly each parish had to maintain their own roads, and in the lower part of the district we had not such an expensive road as on the main road to Swansea. Then ours would be 6*d.* instead of 2*s.* Now it has become the district rate on the common fund, we feel part of their burthen, and their burthen is lightened.

3856. What is the extent of that increase?—I should think it has doubled.

3857. What are the figures?—A 6*d.* rate used to be paid for the parish of Penrice, now it is 15*d.*; that is more than double.

3858. And the school board rate?—We have no school board in Penrice.

3859. The county rate?—There is a county rate.

3860. That would be embodied in the poor rate?—Yes.

3861. Have you a lease?—No, I have not.

3862. It has gone on for four generations without one?—Yes.

3863. Do you think the custom between the outgoing tenant and the incoming tenant could be improved upon materially?—I do not know that it could.

Sir *John Llewelyn*—continued.

3864. Have you read the Agricultural Holdings Act, 1883?—I have read it, but I am not very familiar with it.

3865. It gives you considerable security, more than was enjoyed before?—Yes, I think we can claim for permanent pasture under the Land Holdings Act.

3866. Have you any cottages for labourers upon your farm?—Yes, I have one cottage rented with my farm.

3867. Is that cottage occupied by an agricultural labourer?—By my own man.

3868. A permanent man?—Yes, he has been with me now about 21 years.

Professor *Rhŷs.*

3869. I wish to ask you a question which I asked the previous witness; you have a labourer in the cottage?—Yes.

3870. Do you let the cottage to him or does the landlord?—I let it.

3871. Which do you consider is the better plan?—If the cottage is built for the use of the farm, I think the farmer should have the right to let it, but if not of course the landlord ought. Mine is rented with the farm, so that I rent it to the labourer for a trifle more than I give for it, because I have to keep it in repair. It has a thatched roof, and I get 10*s.* a year more for doing that.

3872. If he ceased to be your labourer he would have to quit the cottage?—Yes; if I had to dismiss him I should have to dismiss him out of the cottage as well.

3873. Have you other labourers?—Yes, I have two servant girls and two boys.

3874. You heard what the other witness said about the food of the servants?—Yes.

3875. Is that about the average?—About the general custom.

Mr. *Grove.*

3876. I take it you agree generally to the replies made to the questions which I put as to uninclosed land. Would you prefer that lands were inclosed and apportioned amongst those farmers now claiming rights of pasturage, or allow them to remain uninclosed?—That is a question which I can hardly answer. I am living so far away from the commons.

3877. Then you speak of the game. You think there ought to be an alteration in the Game Laws, and that there should be equal rights between landlord and tenant?—Yes.

3878. Could you define what you mean by equal rights. If that were proposed, how could you prevent friction between the two parties. Can you define in your own mind a manner by which equal rights could be exercised without causing an unpleasant feeling?—I can hardly answer that question, I am sure.

Mr. *Grove*—continued.

3879. That would be for legislation to find out, if they intended to go on that line?—Yes, it would.

3880. As to your land and the rent; you say you have 146 acres, and you pay 90*l.*?—Yes.

3881. That is an average of 12*s.* 4*d.* an acre?—Yes.

3882. What is the quality of that land?—As I said before, there are 25 acres of cliff and burrow land, and then I have about 18 more of moorland, which is very poor land.

3883. And what arable?—And the other would be mixed—not much pasture—mixed farm. We are very badly off for pasture land on my farm; we are on the limestone, and it is very dry. Part of it is very poor.

3884. So that you do not consider the quality of your land equal to the general run of the land held by the last witness?—Some parts of it are pretty good, and others very bad; but there is one thing which I suffer very much from on my farm, and that is the want of water. I have scarcely any water on the farm, and during this last drought for about a month I had to drive my stock from 6 to 8 miles every day to water. Taking the whole stock into consideration, and the different times I had to go, I had to travel from 6 to 8 miles every day.

3885. You said you were fairly acquainted with the provisions of the Agricultural Holdings Act?—No, I said I am not very familiar with it.

3886. Have you a copy of it?—No, I have not.

3887. Have you a copy of the Ground Game Act?—No, I have not.

3888. Can you explain why, after Parliament has taken the trouble to pass these Acts on purpose to do good to the farmers, that the farmers do not trouble themselves to get copies of the Acts?—One reason is this: In nearly all the Acts the clauses that benefit the farmers are permissive and not compulsory, and we are asked to contract out of them.

Chairman.

3889. We cannot point that out too strongly that it is quite illegal to contract yourself out of an Act of Parliament. It cannot be done?—We were not asked would we do it, but the paper was sent to us to sign it without asking whether we were agreeable or not to six months' notice.

Mr. *Brynmor Jones.*

3890. That may be so, but do you know about the three classes of improvements; for instance, that in the schedule there are three classes of improvements?—Yes.

3891. The first-class consists of improvements to which the consent of the landlord is required?—Yes; a written agreement.

3892. The second class contains improvements in respect of which mere notice to the landlord is required, and whether he consents or not, he must give compensation; that is drainage; and the third class is a series of improvements to which the consent of the landlord is not required, and as to which no notice is required, and as to which schedule there can be no contracting out of the Act.

Mr. *Brynmor Jones*—continued.

Mr. *Grove.*

3893. In fact section 55 says: "Any contract, agreement, or covenant made by a tenant, by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement mentioned in the first schedule hereto (except an agreement providing such compensation as is by this Act permitted to be substituted for compensation under this Act) shall, so far as it deprives him of such right, be void both at law and in equity."

Mr. *Brynmor Jones.*

3893*a*. I may say it is a very simply drawn Act. It is not like some Acts of Parliament which are full of technical expressions?—I have no doubt if we were leaving our farms we should study the Act.

Mr. *Grove.*

3894. You do not use the railway much?—Only from Killay to Swansea.

3895. Do you consider the rates over that portion of the line excessive?—They are nearly double the last two months.

3896. What do you send?—Chiefly barley.

3897. There is a book published by the Board of Trade for a shilling, which gives a little summary of these Acts of Parliament; they are condensed into this little book, and you will find it all there. Do you know whether it is known by farmers in the district at all?—What is it called?

3898. Is it called the railway rates book?—I do not know that it is known at all.

Mr. *Seebohm.*

3899. You stated the interesting fact that yours was the fourth generation on your farm?—Yes.

3900. Do you know whether your great grandfather came to the farm from the district or from abroad?—He came from abroad; he came from Somersetshire.

3901. So that you do not know much from his descendants about when the Flemings came, or anything of that kind?—Well, history says (I have seen an account of it) that they came to Gower in 1644.

Professor *Rhŷs.*

3902. Then your great grandfather represented one of the last Somersetshire invasions?—I cannot say.

Mr. *Seebohm.*

3903. The last witness said there were some copyholders left, and that they held from 5 up to 10 and 20 acres?—I do not know of any copyholders my side of the country. There may be in some other parts.

Mr. *Grove.*

3904. The last witness said he did not get a copy of his agreement from the agent. You seem to have had a copy?—Yes, I did.

3905. How did you get it?—I asked for it and they did not object.

Mr. *Richard Jones.*

3906. With respect to the gates and posts, you say, if I understood you aright, that you had to buy the timber to make the gates?—Yes.

3907. And saw them?—Yes.

3908. What about the posts?—I have had posts from the estate, but not on more than one or two occasions.

3909. You have had to buy the posts as well?—We are on the sea coast, and sometimes we get posts from wrecks at sea.

3910. You depend upon Providence?—We have to buy them in case of shipwrecks even.

3911. To what extent is machinery used among the farmers in the neighbourhood here?—It is pretty largely used now.

3912. Do you use any mowing machines?—Altogether.

3913. And reaping machines?—It is entirely done by them.

3914. I suppose you cut chaff and pulp by water power?—Horse gear.

3915. Do you use any artificial manures?—Yes, great quantities of it.

3916. You have to send to Swansea for it?—We get it shipped into the various bays here—Port Eynon and Oxwich Bay. Some get it down from Swansea by the traction engine.

3917. Do you use lime?—No.

3918. Why?—We have not used it now for the last 15 years or more, I think, for the simple reason that labour is so scarce that we cannot find labour to do it. We are troubled very much in Gower for the want of labour; nearly all the young men take off into the towns.

3919. Can you get women servants?—No; there is a difficulty in getting women servants.

3920. What wages do they generally get here?—It depends upon the age. When a girl grows up quite a woman, and able to do anything, she would get from 8*l.* to 10*l.*, and perhaps some would be a little above that.

3921. Is this want of water a general thing in the neighbourhood here?—In the neighbourhood where I live it is general.

3922. Is there any artificial means of conducting water from one place to another?—Well, there are no strong springs in the neighbourhood, so I believe we should have water brought to us.

3923. Where do you take your cattle to water?—To a pond about half a mile from the field where they would be grazing.

3924. Does this occur often?—When there is a month of dry weather we have to take them there.

3925. You have not taken any means of having that water conducted down to your house?—No.

Mr. *Richard Jones*—continued.

3926. Would you have to cross another farm to get the water down in that way?—Yes.

3927. Do you as tenants ever try to combine?—No.

3928. Supposing you combined, and you made an application to your landlady, Miss Talbot, do you think she would agree to it, and help you?—Yes, I think she would.

3929. The reason you do not get it is that you do not combine to go and apply for it?—Yes, I think the landlords should certainly assist the farmers in providing water to that extent.

3930. Do you not think you should apply to them to do it?—We have applied to them to do it.

3931. And they have refused?—Well, they have offered to do it in part.

3932. Do you know of any application being made for compensation for unexhausted improvements when a tenant went out of a farm?—To the landlord?

3933. Either to the landlord or to the incoming tenant?—It is generally settled by valuation. When a tenant leaves a farm of course there is a valuer appointed on each side, and he claims compensation for unexhausted manures and seeds in the land and any tillage that may be done, nothing more.

3934. I suppose a valuer is appointed by the incoming and the outgoing tenant?—Yes, generally.

3935. And if they fail to agree, they appoint an umpire?—Yes.

3936. In general are cases decided by an umpire?—Yes, providing the first two cannot agree.

3937. Supposing that they fail to agree in the appointment of an umpire?—Well, perhaps it must go further then. I have not known a case go further than that.

Mr. *Griffiths.*

3938. You have still some arable land on your farm, have you not?—Yes.

3939. And you are acquainted with the arable land in this neighbourhood?—Yes.

3940. What quantity of oats per acre can you grow in this neighbourhood?—I dare say with a good crop and a good season 36 to 40 bushels per acre.

3941. Why I ask you the question is this: I have the report for the county of Glamorganshire before me, by Mr. Doyle, and he gives the average quantity of oats in this neighbourhood as 87 bushels per acre. That frightens me?—I should like him to go and farm the land in Gower.

3942. He has received the information from you in this neighbourhood?—Never. When is that?

3943. In 1877.—To take the average, I do not think Gower would produce half of it.

3944. The average given in 1879 is 63 bushels?—1879, was that very wet season, and the crops were extremely light then. Would that be the county of Glamorganshire or Gower?

3945. Gower.—It must be wrong.

Mr. *Brynmor Jones.*

3946. Do you know whether any holdings have been consolidated, that is to say, any farms that were formerly held separate being now together?—There are a few cases on Miss Talbot's estate—just a few. I think there may be some on some other estates too, but not to any large extent.

3947. Is such consolidation objected to?—Well, I do not know that it is.

3948. I think you mentioned in regard to the artificial manure that one way of getting it down here is by discharging at Port Eynon?—Yes.

3949. Does anyone charge you any dues for discharging there?—No.

3950. It is within the limits of the port of Swansea, I suppose?—Yes.

3951. But no dues charged?—No.

3952. Is there any quay?—There is a little jetty to run into Port Eynon.

3953. Is that in Oxwich Bay or the next bay?—The next bay.

3954. You said people will not take leases without a re-adjustment of rent. Do you mean this, that supposing you were offered a lease for 21 years at your present rent you would not take it?—I would not.

3955. But you might be inclined to take the lease if there were means for periodical valuation of the rents so as to make it meet the change of circumstances?—Yes.

Lord *Kenyon.*

3956. You complain rather of the clause about the repairs to roofs, chimneys, doors, and so on?—Yes.

3957. Would you pay a higher rent to be relieved of the burthen of that clause?—No, I do not think I should.

3958. You would rather keep the clause in?—Well, I think we pay quite enough for rent.

3959. I want to inform myself as to which you think to be the best. In my own part of the country the landlord does all the repairs?—I think that is right.

3960. If the tenants did the repairs I should lower the rents; which do you think is the best?—I consider as a rule that some of the higher rents on Miss Talbot's are quite as high as the neighbouring estates that do keep the repairs.

3961. I am not referring to Miss Talbot's estate. I asked your opinion of which is best—to pay higher rent and have the repairs done for you, or to pay a lower rent and do the repairs yourself?—It would all depend upon the amount of rent you would put on for repairs.

3962. You would rather have the repairs done for you in any case?—Yes.

3963. And a fair rent adjusted?—Yes.

3964. Is this in your mind, that there is no compensation given to you for these repairs and improvements?—There is no compensation given for our improvements.

3965. You referred to a land court and you said you thought it would be a good thing. Have you known any cases of re-valuation of land by a man agreed to in this neighbourhood?—No, I do not.

Lord *Kenyon*—continued.

3966. Has it ever been applied for?—I believe there is a case on hand now. The last witness is about to have his re-valued.

3967. Would not that answer the purpose of a land court to have it re-valued?—Yes, I believe it would, provided there was a valuer agreed upon on both sides.

3968. You mean one agreed to by both?—No, I think it would be better to have two. It is natural that if a man is employed by the landlord and paid by the landlord he would try to please the landlord as well as he could.

3969. On the other hand, would not the tenant be rather inclined to put a low rent on his holding and the landlord a high rent on the holding, and then it would come to the same thing?—Yes, I dare say it would.

3970. Has your rent been raised to your knowledge?—It was risen to me 10*l.* a year in 1878.

3971. Before that it was 80*l.* a year?—Yes.

3972. And had been at that rate as far back as you can remember?—Yes, as far back as I can remember. I believe there are one or two small portions added to it during my time which would bring it up to that, but what it was when my father took it I am not prepared to say; I do not know; but my father paid 80*l.* a year for years before he died.

3973. There was some land added to it?—Not when I took it—not a foot.

3974. You still think it is too dear?—Yes.

3975. It does not sound a high rent?—It does not; but you come and see the quality of the land and I think you would say differently.

3976. Is there much demand for farms about here?—Small farms there may be; there has been in the past, but I think from the present state of things there will not be any demand much longer. I think unless something comes to the rescue of the farmers there will be any amount of farms to let in a very short time.

3977. I see there is a considerable abatement in 1886 of 25 per cent. Why was that?—That was for that bad season.

3978. Do you think 1886 was a worse season than many years have been?—So far as I am concerned it was very dry.

3979. I suppose this country burns very much?—Yes.

3980. You are on the line?—Yes, it is a very thin soil.

3981. That is why you wish for water?—Yes, I do.

3982. Cannot you come to any arrangement with Miss Talbot about the water. Have you made any arrangement?—I have made application to bring water to the village. I live in a village, and the whole village suffers for the want of water as well as I do.

3983. I should advise you to come to some arrangement. Miss Talbot seems such an excellent landlady?—We have nothing to say against Miss Talbot. She is a good landlady.

Mr. *Grove.*

3984. How many inhabitants are there in that village?—About 120, more or less; I could not be certain.

3985. Is there any water fairly near to you?—There is a spring below the village close by the seashore, but not a running spring. There is a pump fixed there which supplies the village with drinking water.

3986. Would it be expensive and would there be physical conditions which would allow you to bring a copious supply of water into the village?—Yes, I think there would.

Mr. *Seebohm.*

3987. The gentleman examined last said he remembered in old times that there was a different acre used from the present statute acre?—Yes, there is what is called the old acre. I do not know what it is, but it is something larger.

3988. Will you try and find out and give it to me. I want to know the length of the rod?—I will try and find out.

Chairman.

3989. There are some questions handed in which I shall ask you to be good enough to answer, if you can. This question is handed in by Mr. Nicholl: Does not Miss Talbot pay the salary of teachers, keep the school in repair and generally provide for education in Penrice, Oxwich, and Port Eynon parishes?—Yes, she does.

Mr. *Brynmor Jones.*

3990. Are these schools which you refer to the only schools in these parishes?—Yes.

3991. Are they public elementary schools?—Yes.

3992. Are they inspected?—Yes.

3993. And is any grant made by the Government in respect of them?—Yes, there is a Government grant to both.

3994. Who manages the school?—There is a school board. Although they are private schools, there is a school board.

3995. Who appoints the teachers?—The board. Miss Talbot's two agents are on the board and three farmers.

3996. That is a properly constituted and elected school board under the School Board Act of 1870?—Yes, I believe it is; but we scarcely ever meet.

3997. Who is your clerk?—I believe it is Mr. Nicholl.

3998. Is he appointed clerk under the Act?—He is appointed by the board and under the Act, so far as I know.

3999. There are no minutes made?—We have not met except once these last two years, I think.

4000. Is any religious instruction given in these schools?—No, I do not think there is —nothing objectionable.

Mr. *Brynmor Jones*—continued.

4001. That is not my question; is any religious instruction given in these schools?—I am not aware of any. We never meet, therefore I do not know.

4002. If you are a member of the school board why do you not see that the meetings are held?—Well, it is in the hands of Miss Talbot. She pays the money and meets all payments that are required, and therefore we, as a board, are satisfied with it.

Mr. *Richard Jones.*

4003. How often is this board elected?—Every three years.

Mr. *Brynmor Jones.*

4004. I think you have been only elected once?—Yes, it is re-elected every three years.

Lord *Kenyon.*

4005. Are you relieved of all school board rate?—Yes.

4006. By Miss Talbot's generosity?—Yes, we are.

4007. Therefore you seem to be content with her management, and you leave things as they are?—Yes, that is just how it is.

Chairman.

4008. This is another question from Mr. Nicholl: Did not a meeting of tenants decide that in your case no reduction of rent was necessary? Did you ever hear of that?—This is the first time I have ever heard of it, and I should think the first time that ever Mr. Nicholl heard of it, too.

4009. Do you think it would encourage Miss Talbot to expend money on the estate if her rents are to be fixed by a land court?—No, possibly it would not.

4010. Did Miss Talbot promise to pay half the cost of bringing water if the farmers paid the other?—Yes, she did, but it was a plan we did not approve of; that was the reason.

Mr. *Grove.*

4011. Why did you not approve of it?—I asked the agent if Miss Talbot would kindly give us a plot of land in the village and scoop it out so as to make a pond in the village, and instead of that he suggested a covered tank, and I disapproved of that, and he thought the cost might be 25*l.*, and we were to bear a half of it, and I did not approve of the plan.

4012. You could not agree about the mode of carrying it out?—No, and I do not think it would answer either.

Adjourned for a short time.

Chairman.

4013. The Commissioners are very anxious to get evidence with regard to labourers, and I am

Mr. *Grove*—continued.

told there is a gentleman in this room who is a labourer, and who is prepared to give evidence as to the condition of the labourers. If that is so, we shall be glad to take him after we have examined the next witness.

4014. I believe you wish to say something more?—There is just one statement I wish to make regarding a question put to me by Mr. Nicholl, respecting the water. I may say the matter came up betwixt us and Miss Talbot only a few weeks ago. We have a plan in consideration at present which we propose to bring before Miss Talbot in the future. We did not approve the last plan, and we have another scheme in hand which we wish to bring before her. Can I put a question to Mr. Nicholl, or can I put it in writing to you.

4015. I do not think we can allow you to ask Mr. Nicholl any questions.

Mr. *Brynmor Jones.*

Mr. Nicholl says to me that he has no objection to answer.

Chairman.

I am afraid we cannot have any questions asked in that way.

The Witness: It was as to how it was discussed at the tenant's meeting that my rent was low enough. I will defy him to prove that.

Chairman.

I think you gave us that answer before, because you said this was the first you heard of it, and you went on to say that you believed it was the first Mr. Nicholl had heard of it.

The witness withdrew.

Mr. *Nicholl:* My Lord, I think I am accused practically by asking the question of telling a lie. It is not the first I have heard of it, and I was *bonâ fide* told so.

(*The shorthand writer read the evidence of Mr. Tucker upon this point.*)

Chairman.

Now, let me make this perfectly clear, Mr. Nicholl. This statement has been made by

Chairman—continued.

this witness, and you can either go into the chair and be asked a question about it, or you can send us in a statement in writing to-morrow, as other statements have been sent in where landlords or their agents do not agree with the evidence.

Mr. *Nicholl:* I will go into the chair now.

Mr. L. D. NICHOLL called and examined.

Chairman.

4016. Now, you have heard the shorthand writer read that question and answer from the evidence of the last witness. Do you wish to state of your own knowledge that such a meeting took place?—I wish to state that I was informed that such a meeting of tenants took place, and that such a conclusion was arrived at by them at that meeting. The answer I wish to make is an answer to the statement which Mr. Tucker has made, that I never heard of the thing before, —a suggestion that I invented this question for some malicious reason. I wish to say that I believe it to be the case, and that I asked it in a perfectly *bonâ fide* manner.

4017. You were not present at the meeting yourself?—I was not present at the meeting myself.

4018. Have you any objection to state the name of the person who told you?—I have not the authority of the person. I do not think he would object to my mentioning his name in writing to the Commissioners. I shall be perfectly prepared to state it in writing.

4019. We can take no confidential communications in any case. You have not the consent of the person?—I have not.

4020. Can you get it?—I have no doubt I can get it.

4021. And you will then send it in to the Secretary?—I will.

Mr. *Brynmor Jones.*

4022. It was only upon the authority of the other person who might consent to your giving us his name that you permitted the question to be put in?—Certainly.

4023. Did you before you sent in the question imagine that it might be challenged?—My understanding of the case was that Mr. Tucker was present at the meeting at which this suggestion that his rent was not necessarily to be lowered was made. I may in explanation tell you that I believe certain of the tenants approached Miss Talbot with the view of obtaining a reduction as opposed to an abatement. Miss Talbot at the time asked them did they mean a re-valuation or in what way did they intend her to understand it. They, I think, then told her that they could only speak for themselves. Afterwards I understood (whether it is so or not I dare say Mr. Tucker will be able to say) a meeting was held of these particular tenants in which they discussed which tenants were proper persons to obtain a reduction, and that they decided that this gentleman was not one.

4024. Was there any report of that. Was it a public meeting?—I think not.

4025. A private meeting?—I do not know how far it was public. I do not suppose that they invited reporters to attend, for instance.

4026. But your question referred to a meeting of the tenants. My question is, was that a

Mr. *Brynmor Jones*—continued.

public or a private meeting?—I do not know how far it was public or private. I was not present myself.

4027. You were not invited to be present?—No, I was not.

4028. One of the tenants present at the meeting communicated with you?—I am not at liberty to say in what position the person who informed me was.

4029. You do not go so far as to say that the information upon which you based your opinion was received from some person who was present at the meeting?—That I cannot give you any information upon.

4030. Do I understand you submitted that question upon information supplied by a person who was not present at the meeting?—I do not think I can quite give you any indication without the consent of the person.

4031. Why not?—Because I think I might be in some way telling, or at all events allowing it to be clearly understood, who the person was.

4032. My question is perfectly general. Before you submitted that question suggesting that something had taken place at that meeting had you received your information from one who purported to have been present at the meeting or not?—I asked the question *bonâ fide*, and believed it to be the case. I cannot tell you who the person was without his consent.

4033. Was it gossip or from some person?—It was told me definitely as information, and I understood it was told me *bonâ fide*.

4034. You say you believed it. Did you take any pains to discover whether the person who communicated that information to you was trustworthy or not?—I believed him to be trustworthy.

Mr. *Brynmor Jones*—continued.

4035. Your belief may take place upon very inadequate grounds. Did you do anything to test the credibility of this person?—From what I know of the farm I thought the statement was an extremely probable one.

4036. That shows you were biassed, does it not. If that is the state of mind in which you approached the question, does not that suggest to you that you were biassed. I am talking to you now as a witness coming in good faith. However, how long have you been agent?—About three months; the 2nd February or the 1st February I came down.

4037. Have you had any special training for taking this position?—Yes, I have.

4038. Where?—I was at the Royal Agricultural College, Cirencester, two years. I went through the usual course and I obtained my diploma, besides various certificates of proficiency. I was also articled for two years to a land agent in this country of considerable experience.

Mr. Grove.

4039. Did you gather from your informant that it was a meeting held by farmers distinctly to discuss that question or would you suppose it was just an accidental meeting of three or four farmers together who incidentally mentioned the matter?—My understanding was that it was a distinct meeting of the persons who had formed this deputation possibly with the people who had also so to speak sent the deputation.

Mr. *Tucker*: My Lord, may I make a statement upon that?

Chairman.

I do not think we need go into this matter any further now.

The witness withdrew.

Mr. DAVID WILLIAMS called and examined.

Chairman.

4040. Are you a tenant farmer?—A farm labourer.

4041. We are very anxious to get some definite evidence about the condition of the labourers. Up to now we have not been able to get it, so that we are very glad to have your evidence, and we hope you will tell us all you know. You are a labourer?—Yes.

4042. Where do you live?—Burry Green in the parish of Llangenydd.

4043. How far is that from here?—About 2 miles.

4044. How long have you been there?—Nine years.

4045. Where did you live before that?—In the parish of Cheriton; about 4 miles from here.

4046. You were born and bred in the district?—Yes.

4047. You have many friends in the district?—Yes, I hope so.

Chairman—continued.

4048. You know the position of the agricultural labourer pretty well?—Yes, I think so.

4049. Do you live in a cottage of your own or a farmhouse?—In a cottage attached to the farm.

4050. In what capacity are you there—a stock man or a cowman?—Well, I am everything.

4051. Everything on the farm?—Yes.

4052. You can milk a cow?—No, it is not a common thing in Gower for a man to milk.

4053. You can plough, thatch, and make hedges—Yes.

4054. Can you drain?—Yes, anything on the farm.

4055. What are your wages per week?—The wages differ.

4056. What do you receive now?—From 9*s.* to 10*s.* is the regular run of the wages at Gower. I have never told any man what I get myself.

4057. You have an objection to say?—Yes, I have an objection.

Chairman—continued.

4058. You would rather not say?—Yes, I would.

4059. You have no objection to tell the general wage?—From 9*s.* to 10*s.* for men on the employers' finding and 15*s.* labourers on their own finding.

4060. What is the general rent of a cottage?—They differ very much. Some run up to 5*l.* and 7*l.* and some down to 2*l.*

4061. What is it generally; 1*s* 6*d.* or 1*s.* a week?—You would not get much of a cottage for 1*s.* a week.

4062. Not with a bit of ground?—No, I know some cottagers that have been paying 6*l.* for them when there would not be a garden to it as big as this room.

4063. What sort of repair would that cottage be in; pretty good repair?—Nothing to boast of; plenty of room for improvement.

4064. What is the general state of the cottages about the district, should you say?—Some are in very good repair and others very bad. I lived in a cottage myself for about two years before I went to the place where I am now that many of our farmers or our employers in the district would not like to put their animals in to lie down in in the winter.

4065. Are you a married man?—Yes, I am married and have five children.

4066. How old are they?—My daughter is living at the present time in a house that I lived in before I went to this. There was one room upstairs and one down and I separated the room into two downstairs myself, at my own expense. I was intending to separate the upstairs, but I left the house at the time and my daughter went there, and it has never been done since.

4067. Had the whole family to sleep in one room?—Yes, the whole family to sleep in one room. I had three children home with me and my wife, and I had two young women out in service, and if they had come home at night to stop, or, as it does happen in families, they might be bad and have to come home, we were all in the same room. We had different beds, but all in the same room.

4068. Different beds?—Well, two or three in a bed. We could not get a bed for every one.

4069. Three in a bed sometimes?—Yes, sometimes.

4070. How large was this room?—It might be 16 feet wide by 32 feet in length.

4071. 32 feet in length?—Yes, something like that. That is as near as I can say.

4072. Just think. Was it as long as this room?—No, it was not.

4073. This room is not over 30 feet long?—I might be making a mistake.

4074. What sort of a room would that be as compared with this room?—It would not be more than 20 feet in length.

4075. How far is that?—Something about from the square *there* behind and round by *this* post to the window.

Chairman—continued.

4076. That would be about 12 ft. by 14 ft.?—Well, I think it would be something more than that if you come to measure it—something like 20 ft. [The witness afterwards measured the room and found it to be 12 ft. by 16 ft.]

4077. Was the roof water-tight?—No, it was not water-tight nor wind-tight.

4078. On a wet night the water poured in and came sometimes on the bed?—I have seen the snow lying on the bed when I have got up in the morning.

4079. And very cold in winter?—Yes.

4080. Did the windows shut?—There was neither window nor door fit to be called a window or door, nor is there at the present time.

4081. There are openings into the room?—Yes, some window panes and some pieces of board.

4082. In what condition was the floor?—Very bad.

4083. Was it safe. It would carry people?—Yes, an earthen floor.

4084. Not upstairs?—The floor upstairs was very good considering what the cottage was.

4085. Was it an earthen floor down below?—An earthen floor.

4086. No bricks and no boards?—No.

4087. What sort of fire-place?—A small fire-place.

4088. Any stoves to the fire-place?—No.

4089. An open fire-place?—Yes, I put in the grate myself when I went in.

4090. There was no grate when you went there yourself?—No.

4091. The doors shut badly and let the air in?—Yes.

4092. Was there a garden to the cottage?—Yes, a very good garden in size. I do not know any better or larger one in the neighbourhood.

4093. Was it a quarter of an acre?—It was more than a quarter of an acre.

4094. What rent did you say you paid for it?—2*l.* that was. I do not know such a cheap house in the neighbourhood around if it was in tenantable repair, but it is not.

4095. 2*l.* with the garden—the garden was included?—Yes.

4096. You say your daughter is living there now?—Yes, she is now.

4097. Now, how far is that from here?—About a mile.

4098. Do you think the condition of the agricultural labourer has improved or not in the last 20 years? Are they better off or not?—They are better off at the present day than they were 20 years ago.

4099. What price did you give for a loaf of bread in old days? What is the highest you ever paid?—I remember the wheat 28*s.* to 29*s.* a bushel; we call three bushels a sack and to-day it is 15*s.*

4100. Can you calculate what that is a quarter?—I could not.

Chairman—continued.

4101. What did wheat fetch a quarter in those days?—I do not understand about your quarter.

4102. How do you calculate it in this part of the country?—We should get 10 score weight of wheat for 15*s.* at the present day.

4103. 10 score?—Yes. [Mr. *Tucker:* It would be 5*s.* a bushel at 67 lbs. weight.] Yes, that would be it.

Lord *Kenyon.*

All these weights and measures vary.

Chairman.

4104. Is there much demand for agricultural labour in your district?—Yes, there is.

4105. An agricultural labourer can always get work?—Well, I have been in the same place now for nine years, and I was in a place before that for nearly 20 years and I was never in want of a job. At the present day we are wanting men and we cannot get them, and I believe myself that if the landlord were to build cottages for the farm labourers and to build them so that the labourer could pay for them at a fair rent of from 2*l.* to 3*l.* a year and for the labourer to have his cottage direct from the landlord, that we would get more labourers in our district.

4106. Do you, as a representative of the labouring population, consider it a hardship that the cottages are let to the farmers and not direct to the labourers from the landlord?—I do. For instance, take my own case I have been in the custom for the last 30 or 34 years during which I have had a family myself generally of living in the house under the farmer and of getting so much wages, and my own rent free, but at the present day I have so much wages and I pay for my house. I could have my house if I left my work, but I have been placed in positions when if I would leave my work I would have to leave my house, and perhaps not anywhere to put my foot into.

4107. The house goes with the work?—The house goes with the work. When they are let by the farmer—by the sub-landlord—they do; and I think that our own worthy landlords and our worthy landladies, round about us, should let the poor labouring men, who have to labour from Sunday morning to Saturday night and earn their bread by the sweat of their brow, have a cottage at 1*s.* a week, and have a tidy ground, instead of being thrown out of it if they are thrown out of their job which is the case, I am sorry to say, at the present day.

4108. Is it possible to get a garden allotment at a fair rent in the neighbourhood?—We should have to apply to the owners of the land in the district—to the landlords.

4109. Are they generally willing to grant allotments?—I think that they should build cottages, it would be to their advantage to build cottages because when there are no labourers in the district we see land that they have been cultivating where men have worked upon it and

Chairman—continued.

crops have been raised out of it, and for the want of labouring men it has gone to a perfect wilderness at the present day. There is some that I have worked on with the plough and the scythe and now it is a disgrace to the landlord to look at it. It is neither tillage nor herbage.

4110 Is there any great demand for allotment in this neighbourhood?—I hardly understand you about allotment.

4111. That is a small portion of land varying from one-tenth of an acre to half an acre let direct from the landlord to the labouring men?—Yes.

4112. Are there any of those about here?—So much of that is generally with it; what we should call a tidy cottage.

4113. That would be a garden?—Yes.

4114. That is the best of all?—Well it is very good for the labouring man. There are some who have small holdings of two or three acres. Some have it, but so far as I am concerned myself I daresay that there are many labouring men who would like to have such holdings and I would wish myself that there were more labouring men present to-day to give their voices as well as myself. I would not like to be here for myself to represent the whole neighbourhood, and I hope some brother or other in our company will stand up and assist me to represent the labourers of West Glamorganshire.

Chairman.

You have given your evidence very plainly and straightforwardly.

Lord *Kenyon.*

4115. Who are you working for now?—Mrs. Gordon, Burry Green.

4116. Is she a tenant farmer?—Yes.

4117. Do you hold your cottage direct from her?—I hold it direct from Mrs. Gordon, and a very good landlord I have at present, but I may not always be in the same circumstances as I am now.

4118. I am anxious to hear what you say about that; I think it is a very interesting question. Now as to the cottage you held before you said there was only one bedroom in that?—That is all.

4119. How many have you at present?—I have two.

4120. Is that sufficient?—Yes, for my family, as it is at the present day, because my family has gone from me.

4121. Do you know of any cases of men in a cottage taking in lodgers?—No, I do not think there are any in the village that I am in, taking lodgers.

4122. You say you think that the landlord should build more cottages and let them to the labourers at a rent say of 2*l.* or so?—From 2*l.* to 3*l.*, 1*s.* a week, or something like that.

4123. It costs 150*l.* to build a cottage. The landlord would expect some sort of return for his money?—Yes.

Lord *Kenyon*—continued.

4124. And 2*l.* would hardly be a fair per centage on 150*l.* Do you think that labouring men would be prepared to give a little more rent?—I know of cottages built by contract for 50*l.* with four rooms and a back kitchen. As for rent I think 1*s.* a week for a labouring man is as much as he can afford. Take, for instance, the run of wages of a man who is working on his own finding; he is getting 15*s.* a week. I have had a house full of children myself and raised a heavy family. Some I have buried and the rest I have living, but if a man was getting 15*s.* a week and he had four children and his wife to maintain he would be carrying out 5*s.* for himself through the week, he would have but 2*s.* for his children, and 2*s.* for his wife, and where is his coal to come from, his shoes and stockings, as we all know are wanted round about us. How is a poor man going to divide his money to maintain them, if he is not paid more than that?

4125. You have a garden?—Yes.

4126. Between a quarter and a half an acre?—About a quarter of an acre.

4127. Do you find you are able to sell any of the produce of that garden?—Well, I do sell some trifling things sometimes.

4128. Does that help you with your rent?—It does.

4129. And you are able to feed your family a bit out of the produce of the garden?—Yes.

4130. And that helps you?—Yes, that helps a bit.

4131. You are strongly in favour of a good garden?—Yes, I am.

4132. Do any of the labourers in this part of the world keep a cow?—Some do, but not in general.

4133. Do they find that a help?—Oh, yes, they do, because when there is a cow there is milk and butter and things to maintain the family.

4134. Are there cow clubs? Supposing a lot of labourers joined together and put in so much money so that if they lose their cow they will get so much to replace it, and so insure their cow?—No, there is nothing of that sort. The only club in our village for the labouring men is a benefit society, and I think most labouring men have a benefit society, and I think some have two. As I heard one of the witnesses giving evidence at the beginning of the meeting say how the rates had so considerably raised and it was the road rates that had raised, they do not hear anything of the poor rates, and I think if you come round to West Glamorganshire you will find every labouring man has a benefit society, so that should anything happen to the man he is turning back to live on his own earnings instead of coming on his employers, and that keeps the poor rate down and keeps the unions empty.

4135. Have you far to go to your work?—Not more than five minutes walk.

4136. Supposing you were a single man, would you rather live on your own finding or in the farm house?—A man in his own finding at the present day is far better off than a man in his employer's finding, because everything is so cheap, and the employer has the benefit of that man.

4137. Are there any instances in this country of labourers going in for poultry farming at all?—No, not as a rule.

4138. Do not the labourers' wives have any poultry?—Yes, we keep some.

4139. You make money out of eggs?—Generally. When it comes into the garden season we do away with them or shut them up, or else they will eat us out in two or three days.

4140. You ought to get your landlord to make you a little poultry place. I think he would do that. Do they keep bees in this part of the world?—Yes, they do.

4141. They might pay?—I have not been accustomed to keep them myself, so that what they pay I do not know.

4142. Are there any cottage garden shows about here?—Yes, they commenced two years ago.

4143. Do they give a prize for the best managed cottage garden?—Yes.

4144. And prizes for the best vegetables, and so on?—Yes.

4145. That is good, is it not?—Yes.

4146. It helps you to compete with each other?—Yes.

Mr. *Brynmor Jones.*

4147. What time do you go to work in the morning?—Six o'clock.

4148. When do you knock off for breakfast?—About a quarter past 7.

4149. How long do you get for that?—We have no particular time, but generally about half-an-hour, I think.

4150. When do you knock off work altogether?—6 o'clock in the evening.

4151. How long are you allowed for dinner?—Men that are working the teams generally have an hour and a half, and other men, as labourers on the farm knocking about, about an hour.

4152. Does that go on all the year round?—Those are the hours throughout the year as a rule. Wherever I was it was so.

4153. In harvest time?—We are not particular about the hours then, neither the employer nor the labourer, because if we work a little later at night perhaps we should be a little later in the morning. We give and take for the harvest work.

4154. Is there extra pay for the harvest work?—Yes, some.

4155. Is there any beer or tea given?—Yes.

4156. You have not any particular complaint to make of extra time at harvest?—So far as the farmer and the labourer are concerned together they have no fault to find at all. The only thing, I think, that can be done for an improvement to the labourer, is to get better accommodation for him, and I hope that if my worthy employers see trade mending to what it is at the present day, that they will think of the labourers, and if they get a start I

Mr. *Brynmor Jones*—continued.

hope they will give us a start along with them, but I think at present we must be very well satisfied one with another.

4157. You said you are now in a cottage on Mrs. Gordon's farm?—Yes.

4158. The cottage where you lived before your daughter is now?—Yes.

4159. On whose estate is the cottage at which your daughter is?—Miss Talbot's.

4160. I suppose Mrs. Gordon is rated to the poor in respect of your cottage as well as her own house?—I do not pay rates. I pay rent, but no rates.

4161. Do you find it difficult to get proper food at a reasonable price?—No, not at the present time.

4162. Can you buy milk easily?—No, we never do buy milk.

4163. Where do you get your milk from?—Well, milk is not made much use of in the labourer's house, but if we feel inclined for a little milk we send one of our children to our employer to ask for a drop, and we get it if we want it like that.

4164. Do you get butchers' meat every day?—No, not every day.

4165. When do you get butchers' meat?—We generally have butchers' meat on Sunday, and perhaps on the Monday, but not after that through the week, but we have plenty of potatoes and bacon for dinner, and that is what the labourer in Gower has been brought up on.

4166. And butter?—Yes.

4167. And tea?—Yes, tea. I think rather too much tea at the present time. I think if there was something else better than tea, the labourer would feel better, sometimes.

Mr. *Griffiths.*

4168. Do you think that it is because they cannot get proper cottages that the labourers are inclined to go into the towns?—In many instances—I do not say upon the whole—but many if they had cottages would be in Gower now. I know now of two families living in the same house, and there are three children.

4169. How many rooms have they?—They have only four rooms in the house.

4170. Has your daughter any family in the old house where you lived?—She has three children. As you asked me, the house is the property of Miss Talbot, but my daughter is under a sub-landlord, and I think that Miss Talbot's agent, as he is present to-day, has been looking at the house, and he was going to see the sub-landlord, and if the sub-landlord would not do anything, he would try and do something to it, and I hope he will, as soon as possible.

4171. When you take a cottage from the farmer, what are the terms, weekly or yearly?—It differs. Perhaps you will go to one farmer, if he has a cottage on his farm, and he would allow you that cottage and so much wages. Perhaps you will go to another, and you would have your full wages, and pay so much for your house. Well, if you were paying for your house, you would have to get six months' notice to turn out of the house, but if you were working for the house along with the wages, if I was off to-night, I would be liable to be turned out of my house. I know for instance, that I worked under a farmer about 16 years ago on a farm, and I left him on the Saturday night, and my wife went to him to settle on the Monday, and he asked her how long we were going to stop in the house. There was a new house within a stone's throw, but it was hardly ready to go into it, and we could not go into it for a month, and he stopped 8*s.* for the month. I do not think that is right; as we hear to-day that when families have been in a house for a long time, which I had not been, but I had been going to change the house, it is so much the worse when people get settled down, and the family feel very fond of the old walls round the house keeping them in for shelter; but if a man was working for so much wages and his house rent, if that man was to die, which every man will, perhaps his employer would want another labourer, and his wife and family would have to seek shelter elsewhere; but if the house was held direct from the landlord, so long as the widow could pay the rent she would be sure of the house, and I think that is another reason why he should have it direct from the landlord.

Mr. *Griffiths*—continued.

4172. If he has a cottage on the same terms, and he has to go and work elsewhere, he would not have an objection to the farmer holding it?—No.

Mr. *Richard Jones.*

4173. Are there any labourers in the neighbourhood here who live by piece-work, and who are getting their living by draining or thatching?—There are some few; that is, I know of two or three, I think.

4174. Only two or three?—I do not know of any more here. There might be some, perhaps, a couple of miles off, that I am not so much acquainted with.

4175. Are those more skilled than the labourers who work on farms as a rule?—I do not think so much. As a rule they are knocking about; they do not like to work every day; and when they have piece work they can go and come when they like.

4176. They are not paid so well as the regular labourers employed on the farm?—It is according as they take the job. Some men are better judges thus than others.

4177. Take an instance. Supposing a farmer wanted a labourer on shearing day, could he find one?—No, he could not in the district which I come from.

4178. That proves there is a scarcity of labourers in the district?—Yes, there is a scarcity as a rule.

4179. You say you have about one-fourth of an acre of land attached to your cottage?—Something like that.

4180. Where do you find manure for that garden?—I keep a pig.

Mr. *R. Jones*—continued.

4181. You get sufficient manure from one pig to manure a quarter of an acre?—Well, I must buy some artificial manure if it is not enough, without I can get my kind master or mistress, whichever I have, to give me some.

4182. Which would you prefer, about quarter of an acre attached to a cottage or sufficient to keep a cow?—If we could have a cow it would be better. I do not think there is any labouring man in Gower who would refuse to have a cow if he could get her, but to get her is the job.

4183. You think he would if he got assistance. Do you think there would be a demand for cottages and land attached to them sufficient to have a cow?—Yes, because I do not think any man would refuse to have something which was a benefit to him.

4184. How far have you to walk from your farm to your cottage?—I can walk it in five minutes.

4185. Are cottages as a rule as convenient as that?—No, I know some that are four miles from the work.

4186. How do they manage when they go for their dinner?—They take it with them, and breakfast too in some places. I have known men to be travelling six miles a day. That would be three in the morning and three home.

4187. And that is owing to a scarcity of cottages?—That is owing to a scarcity of cottages or else they would have to lose wet days or be wet through before they got to their work in the morning.

Mr. *Seebohm.*

4188. You were speaking about the cottages having gardens round them. Do you not think a labouring man in the country with his cottage and his garden is in a position that is better and pleasanter in many ways than a man living in a crowded street in a town?—He does not handle so much money in the country as he does in a town.

4189. Supposing he has a little less is not there a good deal to make up for it?—I do not know indeed, sir. I have lived myself in the town and country, but it does not matter much where a man lives if he has plenty to live upon.

4190. If you had plenty of cottages and good gardens round them would the best men stay instead of the best men going?—Well, I believe the best men would stay.

4191. That would be a benefit both to the landlord and the tenant farmer as well as to the labourer?—Yes.

4192. There is another point about milk. Is it not very injurious to children not to have plenty of good milk?—Milk is a very nourishing thing to children.

4193 Is it dear?—I do not think as a rule you would be able to get much milk in Gower. Our farms rise a lot of cattle and they give it to them.

4194. Is there anything in the Education Act or in connection with the schools which makes people instead of getting interested in the land

Mr. *Seebohm*—continued.

want to be clerks or anything of that sort?—Indeed I do not know about that.

Mr. *Grove.*

4195. You speak about the desirability of having more cottages built. Lord Kenyon has pointed out to you that if you were to pay say 3*l.* rent, and a cottage cost 150*l.*, that would not be sufficient interest to induce the landlord to put the cottage up?—I think there should be a cottage, and a good cottage built for very nearly half the money.

4196. Suppose that the interest on the cottage was not sufficient to induce the landlord to put it up. I suppose you would consider that the extra labour on the land would be permanently improving the land and that the landlord would get some interest as it were back by the permanent improvement on his holding?—Yes, I believe they would, because if the farmer at the present day has not got labourers to work his farm, it will not pay to leave it idle.

Professor *Rhŷs.*

4197. You said just now that you thought it would be preferable that the labourer should live on his own finding to his living in the farmer's house?—I think on the whole a man would be better off owing to meat and everything being so cheap at the present time, and the employer has the profit of that man because he is eating the meat of his employer when they are serving it and taking it to market and selling it to other people.

4198. Would he fare better at the farmer's house than in his own?—Very much the same I think. I do not think there would be much difference.

Sir *John Llewelyn.*

4199. Do many of the young men of the labouring population go away to the collieries and towns?—Well, they have been going, but I do not think they have been going lately, because in the mining district some years ago the wages got to a very high extent, and many of the young men in our neighbourhood went off to get more money than they were getting here, but at the present time colliers are not getting much more than we, taking one time with another.

4200. Did you find that boys in Gower were ready to go away into other districts in better times?—Yes, I think they were.

4201. You said you did not wish to state your wages. I wish to know whether the agricultural labourers' wages are paid in cash or are any paid in kind and in perquisites?—In cash. I do not know of any that are not paid in cash.

4202. With respect to the cottages, they are sadly in want of repair; does not the sanitary inspector condemn them if there are no windows and no doors?—I do not know that the sanitary inspector would go near them or not. I could not say anything one way or the other.

Sir *J. Llewelyn*—continued.

4203. Did you say that the cottage in which you had been living had neither windows nor doors?—The window frames are there, and the windows, and some boards, and some paper. It is a disgrace to use it.

4204. It is inhabited at the present time?—Yes, by my daughter.

4205. Is her husband an agricultural labourer?—Yes.

Chairman.

4206. Do I understand you to say that although the cottages are in a very bad state of repair—— ?—Some of them.

Chairman—continued.

4207. Yet the labourers who have lived in a cottage for some time have an affection for that cottage, and would rather not leave it?—Yes.

4208. That is a very general feeling amongst the labouring population?—Yes.

4209. There is a question handed in by Mr. Nicholl: do not the farmers complain that in the south of Gower, those who live in cottages will not work for them?—I never knew it myself—not in this part. The farmers are here, and I would like them to answer for themselves.

4210. That does not come within your knowledge?—No.

The witness withdrew.

Mr. William Beynon called and examined.

Chairman.

4211. Are you a tenant farmer?—I am.

4212 Where do you live?—At Burry Green.

4213. Where is that?—About two miles from here lower down.

4214. Whom do you live under?—Under the Earl of Dunraven.

4215. Have you lived on the estate for some considerable time?—Yes, I have been on it for a good while. I have farmed this farm on my own account about 12 years.

4216. How long have you lived in the neighbourhood?—I was born on it.

4217. Was your family connected with it for some time?—Yes, my grandfather came to it. I cannot tell how long ago.

4218. You have been there three generations?—Yes.

4219. You know the district pretty well?—Yes.

4220. What is the size of your farm?—Not quite 100 acres.

4221. What rent do you pay?—55*l.*

4222. Is it a mixed farm?—It is all arable.

4223. I believe you wish to give evidence on "Ownership," No. 2?—Yes; I think it was that, that I was put down for.

4224. Are there many absentee landowners in the district?—I have never seen my landlord myself but once in my life.

4225. He does not come down here much?—I saw him in the United States then.

4226. Has Lord Dunraven got a large estate in this district?—Yes, pretty well.

4227. Three or four thousand acres?—I cannot tell you how much he has in the neighbourhood of Gowerton, which comes into Gower, I suppose.

4228. Do you hold your land under a yearly agreement or a lease?—I have no agreement.

4229. No agreement whatever?—No agreement.

4230. What happened when you came into the holding?—I took the farm at 55*l.* a year.

4231. What are you supposed to do for this farm. Do you keep in tenantable repair the buildings and house?—The Earl of Dunraven put it in repair for me.

Chairman—continued.

4232. It is in fairly good repair?—Very good repair.

4233. Are you supposed to keep it in that repair?—No, I think he will do that for me.

4234. You have no covenant at all that you know of?—Yes, there is a covenant, but I did not sign it.

4235. You have no signed agreement?—I have none.

4236. Then you have full power of cropping?—Yes, I have.

4237. You can crop it as you like, and sell anything you like off the farm?—Yes.

4238. There is no hardship so far as you are concerned?—So far as I am concerned, I am very pleased with my landlord.

4239. You are perfectly satisfied with your landlord?—Yes, and I believe he has an excellent agent, and one in whom I have every confidence I am sure. I may say in doing the repairs I did the haulage.

4240. You did that of your own free will. Had you any objection to do that?—No, I agreed to do that.

Sir *John Llewelyn.*

4241. Are there any commons in your immediate neighbourhood?—Yes.

4242. Is there any right of pasture attached to the farm to go over the common?—Yes.

4243. Do you exercise that right?—Yes.

4244. Is there any arrangement by which the tenants are restricted as to the number of sheep or cattle that turn out on those commons?—No, they put as many as they like on this common I speak of; they come from everywhere and anywhere.

4245. Is it overstocked?—It is very much overstocked at times.

4246. Have there been complaints?—I believe there have been complaints at times, but it is no use making any.

Sir *J. Llewelyn*—continued.

4247. Do you know what the answer usually advanced is to the complaints?—No, I do not. They complain, but I do not know whether they complain to the lord of the manor or not; I am not sure.

4248. You have not advanced any complaint yourself?—Well, I complained as to having stock coming there, and they damaged my fences very much. The right to the manor is no good to me; I would rather not have it.

4249. Because of the trespass?—Yes.

4250. You have, in virtue of your holding, a right to turn out upon some adjacent common?—I have.

4251. But you do not exercise that because of the over-stocking of that common?—The common is divided into two manors. One part of the common belongs to the Earl of Dunraven and the other to Miss Talbot.

4252. It is not of the Manor of Gower, the ordinary manorial rights belonging to the Duke of Beaufort?—Not that I am aware of. It used to be enclosed formerly. Now it is open.

4253. Do you exercise any right over the unenclosed portions of Gower which run right up to the mountain?—I think they do in some cases. There is a place called Harding's Down, where people who have a right can graze, but others cannot graze there.

4254. You have not had any trouble with regard to your occupation?—No, but I held a small farm a short time ago with which I had trouble. It was in my wife's hands when we married. That was about 12 years ago. It belonged to Messrs. Conway in Monmouthshire, I considered I lost 100*l.* by that farm, owing to the gentlemen having to sell it, and I had to turn out. I was really ordered to turn out in a month, and I considered I lost 100*l.* by it.

4255. Was that a farm in this neighbourhood?—That was a farm near by where I am at present.

4256. It belonged to another owner?—Yes.

4257. Have you any other grievance connected with the tenure?—No. I have no particular grievance.

4258. Do you employ any agricultural labourers?—I do.

4259. Do the labourers live in cottages upon your holding?—No, the labourer that I employ now lives in a cottage belonging to someone else. There is a labourer living in a cottage upon the farm, but he has a few acres of land attached to that cottage.

4260. Have you any power over that cottage?—Yes, I rent it.

4261. Then you have an opportunity of putting your own labourers into that cottage?—Yes, I have. He was in this cottage, and he had five acres of land which were sublet to him before I took it. He asked me to let him remain there, and of course I did; as long as the landlord did not object to it I was very willing for him to have it.

4262. Your holding is arable land?—All arable. I have some other land which I rent from Mrs. Wood, which is grass land, but I cannot speak much about that. I have not had it much more than six months.

Sir *J. Llewelyn*—continued.

Mr. *Grove.*

4263. Was it in consequence of the death of Mr. Conway that you had to leave that holding? No, it was in consequence of him becoming bankrupt.

4264. You mean the tinplate manufacturer of Pennewydd near Newport?—Yes.

4265. Why did they ask you to turn out in a month?—The man who bought it came to me and told me he had bought it subject to my turning out within a month. I told him I would see him in Hong Kong before I would do it, and I did not do it.

4266. You said, I think it is usual to have an agreement from the landlord. The tenants got an agreement, but you had not got one?—Yes; there was one produced to me and I did not sign it.

4267. So that you are going on, on the verbal understanding that you have explained?—Yes.

Mr. *Richard Jones.*

4268. You say you have a right to turn out on the common?—I have.

4269. But you do not exercise it?—I do exercise it, but other people exercise it as well as I do.

4270. Is it in consequence overstocked?—Yes, very much overstocked at times.

4271. When you took the place of course this right of yours over the common was taken into consideration in estimating the rent?—Well, I should think so.

4272. Do you consider that this right to turn out on the common has been a paying concern for you?—No, I do not consider it paying at all under the present way of carrying it out, and there is a lot of stock coming—half hungry animals which tear down my fences.

4273. Are you allowed to turn out what you like there, or are you limited according to the size of the farm?—I should like to see the Earl of Dunraven and Miss Talbot really enclose that common and make it better than it is at present.

4274. And allot it to the different tenants?—Well, I should think so.

4275. You think in that case it might be more profitably used?—Yes, there is better land outside the common than I have—some parts of it.

4276. You said your farm was arable?—Yes.

4277. Would it not be suitable for laying down permanent grass?—It is hilly country and it burns up very much in dry times. I did lay down some, but I found it did not pay.

4278. What crops do you rise?—Wheat crops, barley and turnips. I have been a loser on the farm, and I believe if I had all the money that I have laid out there I should be

Mr. *R. Jones*—continued.

better off to-day than when I took it. It may seem a cheap farm.

4279. It is a dry soil and shallow?—Yes.

4280. And in dry weather it burns up?—Yes.

4281. How are you off for water?—We have a stream of water running within a quarter of a mile or perhaps less of my farm, and some of it joins the river.

Mr. *Brynmor Jones.*

4282. I do not quite understand about the relations of the Earl of Dunraven and Miss Talbot in regard to this common. Is it the unenclosed waste or common of two manors?—It is a common called Ryers Down and is divided into two manors, the manor of Knelstone and the manor of Burry.

4283. Do you know where the waste of the one manor begins and the other ends?—Yes.

4284. Is there a boundary stone?—Yes, there is a boundary.

4285. What kind?—Partly stone and partly stream, and there is a bit of a ditch the other part. The boundary is pretty clearly defined.

4286. Do you attend the courts held of the manor?—I do not attend them. I have been at the court at which Miss Talbot's steward is present.

Mr. *Brynmor Jones*—continued.

4287. What is his name?—Mr. Essery.

4288. Who is the steward of Lord Dunraven?—I do not know. I have not been to it. I think it is Mr. Randall.

Lord *Kenyon.*

4289. Has the Earl of Dunraven any house on this property?—Seat do you mean?

4290. Yes?—He has not.

Chairman.

4291. There are two questions with which I have to trouble you. One is from Mr. Vincent. Have you received abatements of 15 per cent. from 1885 to the present time?—No. We have received an abatement of 10 per cent.

4292. Mr. Vincent says his instructions are that tenants formerly did the haulage, but of late they have not done the haulage. Is that correct to your knowledge?—I did the haulage in my farm. There have been repairs done at Knelstone on that estate—who did the haulage there I do not know.

Professor *Rhŷs.*

4293. Have you any grievance with regard to the game laws?—None whatever.

4294. There is no game preserving?—None whatever. We have the game.

The witness withdrew.

Mr. William Powell called and examined.

Chairman.

4295. Where do you live?—Pitton, Rhossily.

4296. Where is that?—Down in the far west. It would be about five miles from here.

4297. What parish?—Rhossily.

4298. Who do you farm under?—Miss Talbot.

4299. How big is your farm?—At present small, about 10 acres.

4300. A small holding?—Yes.

4301. Is there a house on it?—Not on the farm. The house is a cottage built and leased by my father, and the land was attached to it afterwards.

4302. You have a house, and you have a small holding attached to that house. What do you pay for the 10 acres?—10*s.* a year for the cottage. 8 acres I pay 6*l.* 17*s.* 4*d.* for, and I have two acres that I pay 10*s.* for, 5*s.* an acre.

4303. What does the whole of the rent come to, do you know?—Somewhere between 10*l.* and 11*l.*

4304. Have you been long in that occupation?—Yes, all my lifetime.

4305. Were you born in the district?—Yes, I was born in the place, and lived all my time there.

4306. And your family have been connected with the place?—Yes.

4307. Can you make this small holding pay?—I have not had much experience. I had a larger holding, and about two years ago my wife died, and I made up my mind to give up

Chairman—continued.

part, and I applied to Miss Talbot. I asked her would she take up part of my farm. The part I held had been made up of additions made to it at different times, and this part I have now was the original part. I asked her would she kindly, owing to my wife's death, take up the part I wished to surrender, and she allowed me to do so, and let me retain the bit I wanted. In reference to making it pay, I do not think I could.

4308. Have you a few cows on it?—One cow, a horse, and half a dozen sheep.

4309. Is there any arable land on it?—Yes.

4310. What do you grow on that?—Potatoes and barley.

4311. Just change and change about?—Yes, change and change about. There are two acres of grass, and an acre and a half of meadow, and three acres of barley and potatoes.

4312. You shut up a portion of the grass for hay, and graze the rest?—Yes.

Lord *Kenyon.*

4313. Have you anything to complain of?—No, not in general.

4314. Have you any specific complaint?—I would say this, that the rent of the farm I hold a part of was raised about 40 years ago, and we find it difficult now to make both ends meet, because of the reduction of prices. The man

Lord *Kenyon*—continued.

who holds the larger part of the farm complains sadly.

4315. Do you think your own 10 acres is rented too high?—Well, I am paying more rent than my neighbours are, considerably more per acre.

4316. Small holdings seem to be as a rule rather higher than the big ones?—What I have to complain of is that not only is the rent higher, but the rates we suffer sadly from. Owing to paying a higher rental we are rated higher. I feel it would not matter to me if Miss Talbot gave my next door neighbour a farm for nothing, only let me have mine according to the proper value, according to the value of the land.

4317. Have you ever applied for a reduction?—Yes, we applied collectively some time ago.

4318. Do you not think it better to apply personally?—Indeed, I do not know. I thought one application would have more weight collectively.

4319. I should doubt that?—I feel it is much easier to put off the question when we go individually to our landlord than it would be when we went collectively. There we had presented the voice of a considerable number of the tenants, but if we went one and one it would be more easy to kill us. If we went a large number we believe we should stand a better chance of having our application heard, and probably granted.

4320. Another witness gave evidence this morning that if there was a re-valuation of Miss Talbot's estate probably the rents would be raised, so that I should advise you to go individually to Miss Talbot?—Well, I should expect they would be raised. I look at it in this light. If a landlord has an estate, and he goes in for a re-valuation, the probability is he would give some gentleman a two years' job, and remunerate him well for doing it. I cannot conceive but that it might be possible that that gentleman who is paid by his employer, may be influenced in one direction or another, and that he would on the whole, at least, make the rent equal to what it was before, or perhaps a little higher.

Mr. *Brynmor Jones.*

4321. Do you think if a land court were to generally re-value, there would be a raising of rents?—No, I do not think there would be. At the present rate of farming commodities I do not think any man would raise the rents.

4322. When was this collective representation of which you talk, made?—I should say within six months.

4323. Within the last six months?—Yes.

4324. How many of you made the representation?—Perhaps we should be 20.

4325. From this district?—Yes. On Miss Talbot's estate all the farms, or nearly all, that have gone free within these last 40 years I may say, until this last five or six years, have been risen when they went free. They were never risen to a tenant, but when the father or mother died, or the son or son-in-law entered on the farm, as a general rule they were risen.

Mr. *Brynmor Jones*—continued.

4326. To whom was this representation made? Was it made personally or in writing?—I think it was made in both ways. There was a petition circulated amongst those whose farms have been risen, and we signed that petition, and there was a deputation that waited on Miss Talbot and presented this petition. I think two of the gentlemen who have given evidence here to-day were presenting that petition.

4327. Do I understand you are trying to make a living out of these 10 acres?—The experiment is too short. I do not conceive I shall, but I could not say. I will try to do the best I can with it.

4328. What was the name of the farm you had before your wife died and Miss Talbot was good enough to allow you to give up part of?—It was composed of different parts: High Fields and Knox's Fields. Altogether it was 121 acres.

4329. How long were you farming that?—10 or 12 years, and my father before me.

4330. What rent did you pay?—58*l.*

4331. What rent did your father pay?—The same.

4332. It was not raised in your case?—No.

4333. Have you any complaint to make with regard to your treatment during the time you were in the larger holding?—No, nothing at all. I was treated very well.

4334. Have you anything to say with regard to game?—I have no complaint to make, but I might make a statement in reference to the game. The game in our neighbourhood is not very much. We have been able to kill the rabbits whichever way we chose. We are not allowed to kill hares, I believe, nor birds, but Mr. Helm, a gentleman who comes down in the season, has the right of shooting over Rhossily parish, and parts of Llangenydd and parts of Llanmadoc and parts of Llanddewy, and he comes round and kills the birds, and he gives the tenants on whose farms he shoots the birds, a shilling for every bird he kills, so that really and truly speaking the tenants on those farms have the game. He kills them, and he gives them a shilling a head.

4335. Does he come round with the consent of the landlady or of the landlord?—I believe so. I believe he has the right from Miss Talbot.

4336. Have you any complaint to make about it?—No.

4337. That arrangement is advantageous to you?—Yes, it is, but I believe it would be better if every farmer were his own gamekeeper, and if the game laws were abolished. In the present circumstances the farmers find it difficult enough to pay their rents, and if the farmers had the game they would be able to let it, and two or three collectively would be able to let it in the season and get some return for it.

4338. Do you not think that the farmers do a bit of preserving here, with a view of getting the shilling?—Well, they do a little, but they would do it under other circumstances perhaps better.

4339. From that I understand you do not find that the mere shooting over the farms is of great consequence?—It is very uncertain. The birds apparently may be here to-day, and to-

Mr. *Brynmor Jones*—continued.

morrow on another man's holding, and I might lose my shilling.

4340. A shilling is paid to the man on whose land the bird is shot?—Yes.

Mr. *Richard Jones.*

4341. Do you make butter?—Yes, a little.

4342. Where do you dispose of it?—We sell it in our own neighbourhood.

4343. When a farmer has a good deal of butter, where does he take it as a rule?—In very many instances if the butter is of a good quality he can dispose of it in his own neighbourhood. If he can afford to keep it and can take it to Swansea, he can sell it.

4344. There is no railway to Swansea?—No, but there are omnibus services two or three times a week.

4345. Do the farmers keep dog carts?—Some do.

Mr. *R. Jones*—continued.

4346. Of course they have to pay a license for them?—I think not, not for the produce of the farm.

4347. Supposing they take passengers up?—They could not do that. That does not belong to us.

4348. Is it a grievance that is felt in the neighbourhood here?—I do not complain of it.

4349. Do you know of your neighbours complaining?—No, I have not heard about it, nothing particular at any rate.

Mr. *Seebohm.*

4350. Is your farm near the sea on Rhossily Bay?—About a mile from the sea.

4351. Is there anything like a fishery anywhere about where you are?—About two miles from there, crabs and mussels.

4352. Is there any reason why this peninsula of Gower which is surrounded by the sea should have no fisheries?—It is too exposed. There are no sheltered bays.

The witness withdrew.

Mr. John Holland called and examined.

Chairman.

4353. Where do you live?—At Cwmifi in the parish of Llanmadoc, about three miles and a half to the west of this place.

4354. You are well acquainted with the district?—Yes.

4355. You have lived here all your life?—Yes.

4356. And your father before you?—Yes, and my great-grandfather.

4357. You are a tenant farmer?—I am a small freeholder, leaseholder, and a tenant farmer.

4358. Whom do you hold land under besides your own land?—Miss Talbot, and the executors of the late Mrs. Seymour, and Mr. Augustus Holland.

4359. Then you own a considerable piece of land?—Close on 300 acres altogether.

4360. It is close together?—It all joins.

4361. What is it?—A mixed farm: the greater proportion is pasture land.

4362. What sort of price do you pay for the land which you take of other people?—I rent 69 acres of Mr. Seymour, for which I pay 80*l.* a year. There are no buildings on it.

4363. Is it pretty good land?—Yes; it is very wet land; about 60 acres is marsh land. There is a considerable amount of surface water there.

4364. What do you grow on that?—Nothing but grass pasture. It is very shallow, and clayey subsoil.

4365. I believe you wish to tell us a little about co-operation and combination. Is there any such thing as co-operation amongst the tenant farmers or landlords in this district that you know of?—No.

4366. You have only come to give us general information?—Yes.

Chairman—continued.

4367. In your district have you many freeholders?—Yes, several small freeholders of about 10 or 12 acres of land, or something like that.

4368. Is there any difficulty in getting those small parcels of land now? If anyone wished to buy 10 or 12 acres of land now, could they get it?—There would be difficulty in getting it. It belongs to small owners, and it is cut up very much.

4369. Does that answer pretty well?—It is very inconvenient, because there is a considerable amount of unnecessary fencing required.

4370. And, perhaps difficulty of getting from one holding to another?—That would not be so much, but the trespass is considerable, owing to the land being mixed up so much.

4371. And cattle straying?—Yes.

4372. What is the kind of fencing that is general?—Quick thorn, banked and quicked. On the marsh land which I hold there are ditches.

4373. Did you purchase the land yourself or inherit it?—I inherited it.

4374. When it was bought was it expensive?—Yes. I do not remember the amount.

4375. Perhaps the interest on the money would be more than the rent would fetch?—The rent is fairly high at the present time, and I think it is one of the highest rated parishes in this district.

4376. Can you give us any idea about the present condition of freeholders as compared with tenant farmers in any way?—No, I cannot.

Sir *John Llewelyn.*

4377. Do you think the farmers in your district insure their stock or implements?—Not as a general rule.

Sir *John Llewelyn*—continued.

4378. Is it done in any cases that you know of?—Yes, in special cases, a favourite animal, or something of that sort. I have done so myself.

4379. Do the agricultural labourers of your district avail themselves of benefit societies?—Yes, they do to a man.

4380. Do I understand you were prepared to speak to co-operation and combination, or are you prepared to speak generally?—Yes, generally. I should merely like to bear out the remarks of the other witnesses, that the rent should be fixed on a sliding scale.

4381. You think that a sliding scale would be a fair way of adjusting things?—Yes, it would meet the present state of things.

4382. Do you think that the sliding scale ought to be subjected often to a revision?—Yes, I think so.

4383. Annually?—Oh, dear no, every five or six years.

4384. On what would you have it?—The whole of the agricultural produce; take it generally.

4385. What do you say with regard to what has been spoken of also as being greater security for any outlay that is made by the tenant?—I have never felt any difficulty from that.

4386. The custom of the country prevails?—Yes, I have an agreement.

4387. You are satisfied with the custom of the country?—Yes; we are not allowed to sell produce off the farm unless there is something brought back in the way of artificial manures. Therefore I think it is satisfactory.

4388. With regard to fixity of tenure. Are leases easily obtainable in that part of Gower with which you are acquainted?—I should not care for a lease. Although I have one it is terminable at 7, 14, or 21 years.

4389. Are there many leaseholds besides yourself?—None, in the parish of Llanmadoc.

4390. Not any others?—Not now. It was a parish where most of the tenants were small leasehold tenants on the three-life system.

4391. Experienced people will not take leases in the face of a falling market. That is it, I suppose?—That is so. Most of the old leases have fallen in now, and I do not think there is any wish to have a lease renewed at the present rents.

4392. Were you aware that there was a demand for leases in better times, before times got so bad?—I made an application to the late agent for the estate of Mrs. Seymour, and he was prepared to give me a lease which I am glad to say was not completed. I much prefer to have a yearly tenancy, but not subject to six months' notice.

4393. Have there been any reductions of rent?—Yes, on one or two occasions, a small amount given back.

4394. A permanent reduction?—No, abatement. A petition was presented last year to the agent signed by all the tenants, he had to forward it to the landlord, who lives near Nottingham I think, and I am pleased to say that at the next audit there is an abatement looming in the distance, but what amount I do not know.

Sir *John Llewelyn*—continued.

4395. Do you hear nothing about the abatement until the rent day?—I have had an intimation that there is to be an abatement.

4396. Was there none at the last audit?—On Miss Talbot's; I hold under her, and I had the same as the others; that was 15 per cent.

4397. Had you notice of that?—No, but I was one of the deputation who waited on Miss Talbot.

4398. Were you then informed that it would be so?—Yes.

Professor *Rhŷs.*

4399. At whose option is the lease terminable in seven years?—Both parties, I think.

4400. Have you any labourers' cottages on your land?—Yes, on land in the village.

4401. Do you have any to let on your own land?—Yes, I have two.

4402. You let them yourself?—Yes.

4403. To men who work on your own farm?—No, independent persons. It being a village there is plenty of accommodation. In fact there are cottages gone to ruin, the inhabitants having gone away to towns. I do not think, for the benefit of labourers, it would be advisable to build in our parish.

4404. There are plenty to be had in the village?—Yes.

4405. Have they good gardens?—Oh, yes, fair.

Mr. *Grove.*

4406. Have you any unenclosed land near to you?—Yes. I hold 56 acres of marsh land that the tide goes over, which I rent of Miss Talbot. It is unenclosed.

4407. There is no mountain land near you?—Yes, Llanmadoc Mountain.

4408. Is there a common right of pasturage over that mountain?—Yes.

4409. Do you think it would be better to fence that in and apportion it?—No, it would not pay for the expense.

4410. In the case of an abatement of rent, I presume as a tenant you would like to have notice of the abatement of the rent?—Well, we should know what money to take when we go to the audit.

Mr. *Seebohm.*

4411. You said there were formerly small holders with leases for three lives. Were they copyholders?—No.

4412. They held little farms?—Yes.

4413. Were they held in one lump, or had they a lot of pieces scattered about?—They were scattered about.

4414. So that one person would hold a lot of little pieces?—Yes.

4415. Was there a common of pasture over the whole when the crop was removed?—It was divided into small fields. There was a fence between. Several owners would have several fields, not together but intermixed with other landlords' property.

Mr. *Seebohm*—continued.

4416. You think they never had been copyholders?—No, I think not.

Mr. *Richard Jones.*

4417. You say you are prepared to support the statements of the former witness, Captain Batcock?—I do not bind myself to anything with regard to the sliding scale.

4418. In the table which Captain Batcock set out he said horses only fetched 15*l.*?—He must have meant colts I should think. There is evidently a mistake.

4419. It struck me as a ridiculous price?—Yes, I have raised and sold horses at over 40*l.* There are inferior horses about here which probably would not fetch more.

4420. What do you say a five-year old horse, a good draught horse, would command in a fair at Swansea?—The class of horses here would be from 25*l.* to 35*l.*

4421. What class of horses do you keep?—Crossed shires, re-crossed, and cobs.

4422. I thought if you only commanded about 15*l.* for your horses there must have been something lacking in your style of farming here?—It would be no doubt an advantage if Miss Talbot had a good pedigree horse in the district, or any other landlord who was of a speculative turn of mind. He would be amply refunded for the outlay.

4423. None of the landlords do so?—Yes. Sir Hussey Vivian did some years ago, but the farmers I think did not like the animal and they did not patronise it, and he and Mr. Penrice, have pedigree bulls which their tenants have the advantage of, and I do not think they complain in that way.

4424. You say you pay 80*l.* for 69 acres of marsh land?—Marsh, and eight acres of arable land.

4425. You pay 80*l.* for that quantity of land?—Yes.

4426. Is this marsh land drained?—It is not drained with pipes, only with open ditches.

4427. I do not understand you very well. There are ditches dug for the sake of fencing?—Sunken fencing.

4428. Is it possible to drain it?—Well, it is impossible to drain it, unless at great expense, because it is below the level of the sea.

4429. What sort of herbage is it?—Fair, the greater portion.

4430. You always graze it; you do not mow it?—It would not pay to plough it, because it is so clayey. We mow twenty-four or five acres.

4431. You heard a former witness say there was no complaint about the carriage tax paid in the neighbourhood?—Yes, I should complain certainly of it.

4432. Would you like to see that tax modified in some way?—Yes.

4433. Do you think farmers should be exempted from paying the tax?—I think they should be, because scarcely a farmer goes to market except on business. He has his market commodities, and therefore it means business.

Mr. *Richard Jones*—continued.

4434. You feel it a hardship in a locality like this?—Yes, I do.

4435. As to the sliding scale, you think rents should be fixed according to the price of stock and produce?—Yes.

4436. And that there should be an annual revision of the rent?—No, I think not annual. I think every five or six years.

4437. Do you think it practicable?—I merely make the suggestion. I would not say anything of the practicability of it.

4438. Do you think the farmers in this neighbourhood would take the trouble to keep accounts so correctly as to satisfy the landlord or the agent that he had commanded a certain price for his stock and his produce?—No, I do not suppose they would generally.

4439. In that case your scheme would not be practicable?—Well, we should have the market prices in the papers to refer to. That would be sufficient I should think, the market quotations from the different places.

4440. Do you think the quotations are sufficiently trustworthy?—Not in all cases.

4441. Which should you prefer your rent to be fixed by valuers who are acquainted with the nature of the soil, and also with the general state of the market, say for a period of five years, or to take it by a sliding scale? Which do you think the most workable?—I should think it would be a person acquainted with the soil who would be best likely to know the value of it. I think it is impossible for a person merely walking over a field to know what land he has under his feet.

4442. Say that that condition is fulfilled; which do you think is the most workable?—There may be inconvenience in both. I should not like to say.

Mr. *Brynmor Jones.*

4443. Supposing disputes arise under the sliding scale, what authority would you call in?—Most farmers have an account book I should think.

4444. Supposing the dispute becomes incapable of settlement as between landlord and tenant, or agent and tenant, what should you propose to do then?—Perhaps a land court might be of advantage in that case.

4445. In what manor is the land of which you are a freeholder situate?—Llanmadoc. I hold land in two or three manors, the manor of Burry and of Llanmadoc.

4446. Are courts held in connexion with these manors regularly?—Yes, in the manor of Burry.

4447. Who is the steward?—Miss Talbot's agent at the time being.

4448. Is Miss Talbot the lady of the manor?—Yes, that would be with respect to the property I hold under her.

4449. Who is the lord of the manor of Llanmadoc?—Charles Aubrey.

Lord *Kenyon.*

4450. Are the grasses of this meadow land of which you have spoken very nutritive?—No, they are not.

Lord *Kenyon*—continued.

4451. I understand they are below the level of the sea. I suppose they are banked out from the sea?—Yes, they are. The tide cannot get over them.

4452. In some cases the grass receives salt from the embankment?—Yes, but the soil is accumulated against the embankment, so that it is higher than the land inside.

4453. It would look better this year than it usually does?—Yes, it does.

4454. Are there any half-bred horses bred in this neighbourhood?—Yes.

4455. Is that successful?—Yes, I think so.

4456. Does any entire horse travel about there?—Yes, we have some very good horses in the district at the present time amongst the tenant farmers.

4457. What price would that average?—It is a matter of speculation.

4458. You do not take them to Swansea Show?—No.

Lord *Kenyon*—continued.

4459. About an entire cart horse, have you had farmers' clubs?—Yes, and shows here.

4460. You have not had the farmers sharing and forming a society to get a horse?—No.

4461. You should hire a horse for a large sum for the season, and divide it amongst you, and I have no doubt the landlords about would help you?—I have no doubt they would help us.

4462. Perhaps there are not many horses about the neighbourhood now?—Yes, I think there are three or four, but I think the general idea is to go in for the cheapest, and not the best.

Mr. *Seebohm.*

4463. In which manor were the leases for three lives?—The manor of Llanmadoc.

4464. Why did they let their leases run out?—By death, I think.

4465. Were they renewable?—No, I think not.

The witness withdrew.

Mr. FRANCIS BEVAN called and examined.

Chairman.

4466. Where do you live?—Oxwich Castle Farm.

4467. Whereabouts is that?—South from here about three miles, or rather more.

4468. Between the park and the sea?—Yes, on Oxwich point.

4469. What is the acreage of your farm?—About 300 acres.

4470. I believe you farm under Miss Talbot?—Yes.

4471. Have you been long on the estate?—I was born on the farm where I am living now.

4472. And your father before you?—Yes, I have been tenant now under Miss Talbot for the last three years. My father farmed it up to that time.

4473. And you took the farm on?—Yes, I took the farm on.

4474. Was his father there before him?—Yes, and his father before him.

4475. You know the customs of the country and the people of the country, and you are well qualified to speak about Miss Talbot's estate?—Well, I know pretty well about Miss Talbot's rule.

4476. Can you tell us anything about the condition of farmers on the estate. How many acres does the estate consist of in the first place?—Miss Talbot's estate in Gower?

4477. Yes?—I could not tell you definitely.

4478. Is it 10,000 acres?—Rather more I should think. About 14,000 acres I should think the Gower estate is.

4479. What is the general opinion about the rents on the estate, so far as you know?—Well, so far as I know by hearsay some complain; there are a few complaints that they are too dear, and some are satisfied; I believe the principal part are pretty well satisfied when the times are going well, but just at the present I believe every one feels that the rent is too high.

Chairman—continued.

4480. If it is not an impertinent question to ask you, do you think your own rent is high as compared with that of other people's?—At the present time it is quite high enough under the present circumstances of trade.

4481. What is your rent?—138*l.*

4482. For about 300 acres?—Yes. About 150 acres of that is cliff and woods, and—well I cannot do anything with it on the Oxwich Point.

4483. Is it any accommodation for the sheep?—Yes, it is in the summer, from June to about November.

4484. That is all the use it is?—Yes, that is all.

4485. Have there been any abatements in the estate or reductions of rent?—Yes, there has been an abatement of 25 per cent. given back to all the farmers about seven years ago, under Mr. Talbot, and now Miss Talbot last year gave us back 15 per cent.

4486. Those are the only two abatements you have had?—Yes; but I believe so far as I can remember, there was an abatement made about the year 1880 or 1882. There was a great loss of sheep at that time, and those that lost the sheep had so much given back. I think there was something of that, but I am not positive on the point.

4487. Can you tell us anything about repairs on the estate?—Yes.

4488. What has been the custom?—The custom of the repairs is for the tenant to do the repairs, and the conditions that my father was under were, that if he would keep a good roof, if the walls went down, Mr. Talbot would do the

Chairman—continued.

walls, but if the roof went down the tenant was to do the walls, and he would give the roof.

4489. Was the estate in this condition, that as to some part of it or some portions of it the repairs were done by the landlord, but on other portions of it the repairs were done by the tenants. Did you ever hear anything of that in Mr. Talbot's early days?—No, I think every tenant had to do the repairs. That was the rule. That was at the letting, when the farm was let, but there were many cases where the landlord assisted the tenants in repairing at the same time.

4490. The haulage was done by the tenant?—Yes.

4491. Was there any other service required by the landlord from the tenant besides haulage?—Yes, building the walls. My father built the walls on his out-building a stable and cattle shed, and Mr. Talbot gave all the timber and tiles, and he did the haulage and building the walls.

4492. Would there have been any compensation for that if your father had chosen to go out of the farm?—I cannot say that.

4493. Would it be considered unfair if he had not had compensation?—I should have considered it unfair if he had not, but still I do not think there was ever any agreement made on that point.

4494. Were considerable sums in 1890 and 1892 expended on the estate?—Yes, a great deal. I believe since Miss Talbot has had the estate she has spent a great deal of money on it.

4495. Do you agree with this, that the practice is to make no charge for the renewal of buildings, but when erecting new buildings to charge the tenants 5 per cent. on the outlay?—I do not know about that, but in cases I believe, so far as I can find out, that would be according to circumstances.

4496. There is no invariable rule?—No, there is not a hard and fast rule laid down.

4497. Are you troubled with game on your farm?—Yes, I expect I have as much game as anyone outside the preserves.

4498. Does it play much havoc with the crops?—Yes, sometimes.

4499. What do you think plays most havoc. Are the rabbits most annoying?—Yes, they are, but I have a perfect right to kill rabbits whenever I like, and if I do not keep them down I suppose it is my own fault.

4500. With the assistance of one man according to the Act you can keep them down, and you think you can do it successfully?—We try our best, but they do gain occasionally.

4501. Do you think it is a hardship that these rabbits should be on the place?—I would sooner be without them, certainly.

4502. Do you mind the pheasants much?—They do a little damage certainly, but when I took the farm I was led to understand that I was to preserve the pheasants, and I cannot complain of that.

Chairman—continued.

4503. Do you find the partridges eat the turnips?—Yes, they do eat the turnips.

4504. Can you tell us anything about the number of bankruptcies upon the estate, or have any number of people failed?—I never knew but one farmer bankrupt in Gower; there may be two, but I never knew anything of any beyond one.

Lord *Kenyon*

4505. Do you think the difference of religion or politics makes any difference between landlord and tenant in this district?—Not the slightest under Miss Talbot.

4506. She treats them all alike?—Yes, all alike.

4507. Is that the case with other landlords in Gower?—I believe so. I never heard of anything.

4508. Do you think that it is the bad times which have caused the general complaints in the way of rents?—I believe so.

4509. That is the chief cause?—Yes.

Mr. *Griffiths.*

4510. You keep a large farm. Do you employ any labourers?—Yes.

4511. How many?—I generally employ three, I have two now.

4512. What wages do you give them?—I give two youngsters, one 7*s.* per week, and the other 6*s.* 6*d.*, and their food, Sundays and all. They are young men.

4513. You have no labourers living in cottages?—No. I employed a labourer up to within the last week; 15*s.* a week I gave him and his keep.

4514. Have you no cottage?—No, I have not.

4515. Would it be an advantage to the farm to have cottages on the farm?—I think it would be.

Mr. *Richard Jones.*

4516. What do you think is the cause of the depression?—Foreign competition in a great measure.

4517. Have you been affected by the seasons at all?—Not until this last spring.

4518. How have you been off for fodder this last April, and also a year last April?—I think fodder was very well until this last spring.

4519. There was a good deal of fodder bought this last spring?—Yes.

4520. And not much the spring before?—No, not in our neighbourhood.

4521. What kind of harvest did you get last harvest?—A fairly good one.

4522. Was the summer a cold one in this neighbourhood?—Yes, generally it was cold—not very favourable.

4523. Do you think the seasons, taking them as a rule, have been so good of late years as they were say 20 or 30 years ago?—No, I do not think they have been, to take them as a whole.

4524. Do you think that has affected the productiveness of the soil?—No.

4525. Do you think that you are as able to grow as good crops now as in former seasons?

Mr. *R. Jones*—continued.

—Yes, I think we can. I do not think that affected the productiveness of the soil.

4526. Do you think it would affect the herbage?—The herbage may not be so good as it was—not to any great extent.

4527. Still you do not think the stock thrive so well on grass land as they did?—Not this last year. Last summer was a very wet summer until the harvest time.

4528. It kept them alive I suppose?—Yes, it did keep them alive.

Mr. *Grove.*

4529. Do you think the tenant farmers in this district are acquainted with the provisions of the Agricultural Holdings Act?—No. I do not think so in general.

4530. Or the Ground Game Act?—No, I do not think they know a great deal about that. We do not study that much down here.

4531. Do you think it desirable that the game laws should be abolished?—There is no doubt it would be an advantage to the farmers, but I believe that every farmer should be his own gamekeeper, and there should be an understanding between the tenant and the landlord—that they should agree together whether they like to keep the game or not.

4532. Is there any co-operation amongst farmers for the sale or purchase of their produce in any way?—No, not down in this district.

4533. Do you think it would be desirable?—Well, it was tried, but it did not seem to take in this district.

4534. Do the tenant farmers take advantage of life assurance societies or benefit societies?—They do of benefit societies but not to any large

Mr. *Grove*—continued.

extent of life assurance. However, I believe, so far as I can see, that that is gaining ground in this district just now.

4535. Can you suggest any remedies for the present depression, or to improve things in any way?—I really do not know; that is rather a difficult question to touch upon.

Sir *John Llewelyn.*

4536. Have you any trouble about water?—Yes, in dry times, for the stock.

4537. Have you made any arrangement about supplying water?—No.

4538. Can you do anything?—No, I do not think I can do anything better. I have plenty on the bottom, but none on the top in the dry time. I have plenty of water by my own door for domestic purposes, but not for the stock. That is a very great boon.

Chairman.

4539. This is a question put by Mr. Vincent. Have you heard the late Mr. Talbot say that freeholders had requested him to buy up their land, and to take them on as tenants?—Yes, I heard him say so at a farmers' meeting some years ago in this room, that the small landowners used to go to him and ask him to buy up their land; that they could do better with it under him as tenants than keep the land themselves.

Mr. *Grove.*

4540. Did he say whether it was under any exceptional circumstances?—No, those are just the words he used.

The witness withdrew.

Mr. Morgan Hopkins called and examined.

Chairman.

4541. Do you live at Swansea?—I do.

4542. Are you secretary of the Swansea and District Butchers' and Cattle Dealers' Association?—Yes, I am.

4543. What do you wish to give evidence about?—I am here to represent the cattle dealers of Swansea who are the principal buyers of stock in this district, and I am here to give their views upon the cause of this agricultural depression from which the farmers are suffering at the present time.

4544. Just state your views shortly?—The principal cause is attributed to the great importation of foreign meat that has taken place within the last 15 years. I dwell more particularly upon the importation of dressed meat, that is to say, the imported foreign carcases of mutton and beef slaughtered in foreign countries and brought here dead.

4545. You mean New Zealand mutton?—No, the River Plate mutton. That trade has practically sprung up during the last 15 years. 15 years ago it was practically *nil;* there was hardly a carcase brought; to-day it is one of the

Chairman—continued.

most important traffics as carried on in Liverpool and London. I also wish to dwell upon the importation of foreign beef slaughtered in St. Louis and Chicago and sent across in a frozen condition. That has increased enormously these last 15 years, and it is the opinion of the whole of our trade dealers and butchers that that has been the cause of the depression in agriculture in this country. I have here before me an authority that is published through the courtesy of the London publishers of the "Cattle Salesman Gazette" of the export of meat during the last four months up until the end of April from the River Plate and New Zealand.

Mr. *Brynmor Jones.*

4546. Do these statistics apply to the whole of Wales or England alone?—They apply only to Liverpool. This is the quantity of mutton imported into Liverpool during the last four months ending April. There were imported into Liverpool from New Zealand from the month of January to April 11,027 carcases of mutton. There were imported from the River Plate into

Mr. *Brynmor Jones*—continued.

Liverpool in the same period 394,888 carcases of mutton. That makes a total of 405,915. It is our opinion that such a trade showing such an enormous increase is bound to have a very deteriorating effect on agriculture in this country. That is only alluding to Liverpool. I have no figures dealing with that particular question with reference to London.

Lord *Kenyon.*

4547. Or to Swansea?—We do not import foreign meat into Swansea.

Sir *John Llewelyn.*

4548. They do to Cardiff?—We have imported a few loads of live cattle into Cardiff, but unfortunately it is not a very profitable trade, because of the steamers not being able to obtain an outward cargo.

Chairman.

4549. After this meat comes in is it sold by your association as New Zealand mutton or sold as English mutton. Is there any intimation given to the public as to this imported mutton being different from English mutton?—It is generally sold by the frozen meat people, such as Eastman and Hammonds and the British and Colonial Supply Association. It is very seldom handled by British meat salesmen. Those are big organisations, and they have a large number of shops all over England and Wales.

4550. Is there any way to tell it by the foot being cut off, for instance?—Anyone in the trade can observe it at a glance, because of its frozen condition. In respect to the River Plate mutton it is very inferior as compared to New Zealand mutton, and you can distinguish it in that respect, but to the casual observer you would notice it by being clammy and moist.

4551. Is there any particular marking upon it—there is no merchandise mark upon it?—There is no mark at all, but there is such a Bill being introduced.

4552. Yes, that is before the House of Lords now, I believe?—Yes. May I dwell upon the importation of beef into Liverpool last week? There were landed into London, Liverpool, Glasgow, and Southampton last week, 19,580. There were imported into the four towns mentioned, 7,267 live cattle, principally from Canada and the United States. The beef entirely comes from the United States; live cattle generally from Canada.

4553. Those are the causes of the agricultural depression to a great extent, so far as your association think?—Yes.

4554. Have you any remedy to suggest?—Yes.

4555. Kindly state what remedy you suggest?—We suggest putting a tariff upon dressed beef and dressed carcases of mutton.

4556. What tariff do you propose to put on?—We are not in a position to state that, but an equitable tariff so as to put the foreign producer on a par with the English farmer.

Chairman—continued.

4557. Have you any other remedy to suggest?—I do not know whether we could suggest any other remedy.

4558, Can you give evidence as regards the condition of land in Gower, the want of railway facilities, and utilisation of common land?—We simply make a general observation as to the condition of farming in Gower, as compared with the eastern part of the county. We do not think they use the latest improvements for developing their soil to the fullest extent. I think it would be well if Gower farmers could have an opportunity of visiting the farm of Mr. Rees Thomas, at Boverton Place, the gentleman who gave evidence before you at Cowbridge, and there they would have an opportunity of judging what may be looked upon as a model of good farming. He is one of our best farmers.

4559. You think he is a pattern farmer in the district?—I believe he is; in fact, I believe Lord Wimborne did make him a present of 100*l.* for his good farming.

4560. Is that all you wish to say?—Yes, upon that. Might I speak as to the railway facilities?

4561. Certainly.—We contend that farmers in this district, especially those at Rhossily, in the southern part of the peninsula, are put to a great disadvantage for want of railway facilities in bringing the produce to the best market, and getting manure and limes, and other things required for the farms from Swansea and the district.

Sir *John Llewelyn.*

4562. Who is to make the railway?—I would suggest that the landlord interested should give every facility to the present railway company, that is to say, the London and North-Western Railway Company, who have a line touching a point here at Llanmorlais, and we think the landlords interested in the land should give every facility for that purpose.

Lord *Kenyon.*

4563. Would the railway be made if the landlords gave their land for the purpose?—I believe it would. I think the London and North-Western Railway Company have a sketch in their office at the present time for such a line, with a station at Reynoldstone, and they intend to bring it right round the coast, and bring it on to their Swansea branch at the Mumbles.

Sir *John Llewelyn.*

4564. You said there were 7,267 live cattle imported last week into these four towns you named?—Yes.

4565. That has just been resumed because, I think, it was stopped sometime ago by the Board of Agriculture, on account of disease in Canada?—No, the Board of Agriculture has prohibited the transportation of the cattle into the interior of the country, but it has not prohibited the importation of live cattle. They are slaughtered at the place at which they are landed, that is to say, they have stopped the transpor-

Sir *John Llewelyn*—continued.

tation of the cattle from the place of embarkation, but I think it is only a temporary embargo.

4566. During the existence of the disease in Canada?—Yes, in Canada.

4567. Did I understand you that this frozen meat is sold principally by Eastmans, Hammonds, and the Frozen Meat Company?—Yes, the British and Colonial Company.

4568. In their shops in various towns about the country?—Yes.

4569. Do you know whether any of this meat is sold in other butchers' shops besides as English meat?—I do not think it is.

4570. You are sure it is not?—I feel sure it is not, and speaking for Swansea I am certain it is not, but I may say I think a great quantity of it is used in public institutions like restaurants and coffee taverns, because of its cheapness, and it is probably palmed off to their customers as English meat because of the cheapness.

Mr. *Grove.*

4571. If a railway was made in this district do you think the farmers would use it in consequence of the high rates?—I think the present rates would be prohibitive.

4572. Do you know the present rates from Killay to Swansea?—No, I can give the cattle rates from different points.

4573. Do you know whether those cattle rates are strictly in accordance with the law on the subject, that is, the various Acts which have been passed recently?—The cattle rates have been increased since the revision of rates, and we have been agitating with the different companies for a reduction.

Mr. *Grove*—continued.

4574. Have they been increased beyond the statutory powers which the railway companies can charge?—I am not in a position to say.

Mr. *Griffiths.*

4575. You are aware that many farmers have been ruined by the importation of live stock into this country?—I am aware that many farmers from Scotland are making fortunes by buying Canadian store cattle and feeding them, that is previous to this law coming into operation. The law has only been in operation the last six weeks.

Lord *Kenyon.*

4576. The inference is obvious, they had better import them into Gower?—I think that inference would be obvious. I ought to explain that I propose or we suggest putting a tariff upon dressed meat for the simple reason that you can produce 10,000 sheep upon your ranches at the River Plate and you can import them into England, but they give no employment in this country to labour to slaughter and they contribute nothing to the maintenance of the taxation of the Government in this country.

4577. Do you suggest that the tariff would not raise the price of meat in this country?—It would only raise the price to a degree, but I contend that at the increased rate of wages which the British workman obtains now he can well afford to pay for it. I say the British workman does buy and pays a good price for the meat, and it is not the British workman who are the big buyers at the frozen meat shops.

Chairman.

4578. Who are the chief consumers of the frozen meat, hotels?—Yes, those and similar institutions.

The witness withdrew.

Mr. Philip Tanner called and examined.

Chairman.

4579. Where do you live?—Llangenneth.

4580. How far off is that?—Four miles.

4581. In which direction?—Westward.

4582. Are you a tenant farmer?—No, a farm labourer.

4583. Have you lived there all your life?—Yes.

4584. And your father before you?—Yes, but not in the same house where I live now.

4585. You know the district and you are well qualified to give an opinion about this part of the country?—Yes.

4586. Are you married?—Yes.

4587. Have you a family?—No.

4588. How long have you lived in the house that you now occupy?—Seven years.

4589. You are working on a farm?—Yes.

4590. Perhaps it might not be agreeable to you to tell us your wages, but I daresay you can tell us the wages in the district?—The wages I get are 9*s.* in the winter and 10*s.* in the summer.

4591. Who do you work under?—Mr. Beynon, of Sluxton.

4592. Do you get anything besides?—No.

4593. Do you get a cottage rent free?—No.

Chairman—continued.

4594. What do you pay for your cottage?—The cottage I live in is free; it is the property of my wife and daughter.

4595. Your wife owns the house?—Yes.

4596. You pay no rent for the cottage?—No.

4597. Is the cottage in fair repair?—Yes, fair repair.

4598. With a good garden?—Yes, about a quarter of an acre.

4599. Do you mean to tell us that that is the average wage of the district, 9*s.* in the winter and 10*s.* in the summer?—Yes, I believe that is about it.

Lord *Kenyon.*

4600. Not on your own finding?—No.

4601. If you had not a house of your own you would have to pay for the cottage to live in?—Yes.

4602. What is the average rent of a cottage in this neighbourhood?—They run from 2*l.* to 3*l.* and 4*l.*

4603. I do not understand you. Do you live in a house on the farm?—No.

4604. You live in your own house, but you are fed by the farmer for whom you work?—Yes.

Lord *Kenyon*—continued.

4605. You take your meals at the farm where you work?—Yes.

4606. You go home at night?—I go home at night.

4607. You are fed and get 9*s.* a week wages for your work?—Yes.

4608. Then at harvest time what do you get?—An extra 1*s.* a week then.

4609. Is that all the harvest money you get?—Yes.

4610. What hours do you work during harvest time?—From 7 o'clock in the morning to 7 or 8 o'clock in the evenings.

4611. Then there is half an hour for breakfast, I suppose?—Yes, and an hour for dinner.

4612. Any tea time?—No.

4613. Dinner is at 12, I suppose?—12 to 1.

4614. And you work from 1 to 8 o'clock?—Yes, 7 or 8 o'clock.

4615. Without stopping at all?—No, we have our tea about 5 o'clock.

4616. I thought you said you did not have tea. Do they not give you a lump sum for the harvest?—No.

4617. Do they not give you 5*l.* or something of that sort extra for the harvest?—No, not 5*l.* or 5*d.*

4618. You have to get it in for the farmer for 1*s.* a week more?—Yes.

4619. Is it possible to get small pieces of land for small holdings in this neighbourhood?—I cannot say whether it is possible or not. Those who have the most land covet the most.

4620. Are there no small holdings in the village in which you live?—There are a couple there—not many, one or two.

4621. How many people live in the village?—I could not tell you exactly.

4622. 150 or 300, or 70, or what?—About 100 I should think would be the total in the village.

4623. That would be wives and children and everybody?—Yes.

4624. And there are only two small holdings amongst the whole lot?—There may be more, but I could not call them to mind for the moment.

4625. But it is not a usual thing?—No.

4626. Do you think there would be any desire amongst the men to get small pieces of land like many commons in parts of England from one-tenth of an acre to an acre of land according to what a man could cultivate himself at the same rent at which the farmer pays for it?—Yes, I think there would be.

4627. You think that would be desirable?—Yes.

4628. But it is not the custom of the country?—It is not the custom of the country here.

4629. You never heard of it as being the custom of the country?—No.

4630. Have you always been a farm labourer?—Yes, for the last 12 years.

4631. Do you think the conditions of the farm labourer are better now than they were 12 years ago when you began to work?—I do not think there is a great deal of difference in them.

Lord *Kenyon*—continued.

4632. Do you think a man is better off living on his own finding or feeding at the farm?—I believe he is quite as well off feeding at the farm as on his own finding.

4633. It depends a great deal on how the farmer does for you?—Yes.

4634. Have you any complaints to make?—Not particularly. I should like it better if there were more pieces of land to be had, instead of being taken away from persons.

4635. You would like some allotment?—Yes.

4636. What sort of allotment; would you like grass, or would you like some tillage?—I should like both.

4637. You would like a small piece of land attached to your holding, would you?—Yes.

4638. You are prepared to pay rent for a piece of ground for your holding?—Yes, I should like to get a small farm if I could.

4639. Why do you not apply for one?—Well, we had one four years ago but it was taken from us.

4640. How was that. Did you fail to pay the rent?—No, the land was taken up and put to the agent.

Chairman.

See 4716–5064.

4641. Just explain that. How do you mean "put to the agent"?—The agent of the landlord who the land belonged to. The landlord took it up and attached it to the agent's farm.

Lord *Kenyon.*

4642. How much land had you?—About 20 acres.

4643. You say that the agent wanted it and took it?—Yes.

4644. Who was your landlord?—Thomas Penrice, Esq.

4645. Mr. Penrice's agent took your land?—Yes; Mr. Penrice gave notice for the land and he put it to the agent after he took it from us.

4646. Did you apply for any more land?—No.

4647. Was this taken away from the holding that you are living on now?—Yes; but the house we lived in did not belong to the land—the land and some out-houses.

4648. You had always paid your rent?—Yes, we squared with the rent and it was taken up.

4649. To what cause do you attribute that?—I do not know any other cause than that the agent coveted the land.

Mr. *Brynmor Jones.*

4650. What tenure is this property of your wife's? Is it an ordinary little freehold?—Yes, a cottage and garden.

4651. Was it your father's before you?—No, her husband's.

4652. Her former husband's?—Yes.

4653. What was the name of the former husband?—William Nicholas.

Mr. *Brynmor Jones*—continued.

4654. Had he been there for some time ?—Yes, about 30 years, I think.

4655. At the time you married this lady were these 20 acres attached to the cottage ?—Yes.

4656. How long had they been attached to the cottage ?—I believe he had had them about 20 years.

4657. Was the notice to quit that you received only a six months' notice ?—A twelve months' notice.

4658. Before the notice to quit did they give you any explanation as to why they wanted the land ?—No.

4659. Is there any possibility of getting other land adjoining your cottage ?—I do not know that there is.

4660. Have you tried ?—No.

4661. Is the land adjoining your cottage suitable for farming purposes ?—Yes.

4662. But it belongs to some one else ?—Yes, to different landlords.

4663. As I understand it, you complain that after being in possession by your wife and her preceding husband of these 20 acres annexed as it were to the cottage for so many years it was taken away ?—Yes.

4664. Was any compensation paid ? Had any improvements been done to the land ?—A little about the fencing.

4665. How long did you yourself farm after you married ?—About two years.

4666. Did you make any claim for compensation when you were turned out thus ?—No, I had nothing at all.

4667. Do you complain that no compensation was made ?—I complain that I had no wages for my work.

4668. You made a living out of the 20 acres then ?—Yes.

4669. You were not going as you are now and working for 9*s.* or 10*s.* a week ?—No.

4670. You tried to make a living out of the 20 acres ?—Yes.

4671. Do you complain that no compensation was made for any improvement you did to that land. Was it hard that you should be turned out without compensation. Is that your point ?—Yes.

4672. Or do you say it was simply hard to be turned out at all ?—Hard to be turned out at all, because the man who had the land did not want it.

4673. Do you mean that this was an unnecessary thing for the agent to do to want the 20 acres ?—Yes.

4674. Did he take it to farm himself ?—Yes.

4675. Was the agent's house near ?—The agent lived in Swansea.

4676. What did he want with it ?—He carries on his farm now entirely with his servants.

4677. The agent of Mr. Penrice has a farm, and he wanted to add these 20 acres to his farm ?—Yes.

4678. How many acres besides these 20 acres did he farm ?—Somewhere about 80.

4679. When he took the 20 it made up about 100 ?—Yes.

Mr. *Brynmor Jones*—continued.

4680. Did you tell him it would be hard for him to take it, and he had better try to get some somewhere else ?—I did not tell him he had better try elsewhere, but I told him it was hard to take the bread out of any one's mouth.

4681. What did he say to that ?—He only laughed.

4682. Had you had any quarrel with him ?—No.

4683. Nothing ?—No, nothing at all.

4684. Did you speak to Mr. Penrice about it ?—Yes.

4685. What did he say ?—He said the land was to be taken up, and he made no answer other than that.

4686. Did he make any complaint of your farm ?—No.

4687. Were you in arrear with your rent ?—No, it was up square. Nicholas was one year in arrears, and when we squared up the rent they gave us notice and turned us to the road.

4688. Nicholas was the husband of your present wife ?—Yes.

4689. He was in arrear ?—Yes, one year's rent.

4690. Do you think that the agent was actuated by ill feeling at your marrying this lady ?—I cannot say.

4691. You were one year in arrear ?—Yes.

4692. Had you paid up the arrears ?—Yes.

4693. When you paid up the arrears you received a notice to quit ?—Yes.

Mr. *Griffiths.*

4694. Was there any game ?—No.

4695. Rabbits ?—No.

4696. They never made any complaints that you were killing the game ?—No, there was nothing of the kind there.

Mr. *Brynmor Jones.*

4697. You did not tell him what Mr. Penrice said when you saw him, I suppose ?—He said the land was to be taken up.

4698. Was that all he said ?—That is all.

4699. No reason given at all ?—He did not give any more reason than that.

Lord *Kenyon.*

4700. Did you go up and see him at his house ?—Yes.

4701. That is all he said ?—Yes.

4702. He did not say he was sorry ?—No, he did not.

Chairman.

4703. Were you able to make a comfortable living out of those 20 acres ?—Yes.

4704. And you could support yourself and your wife by having the freehold ?—Yes.

4705. And the 20 acres of land ?—Yes.

4706. So that it was a great loss to you when this land was suddenly taken away ?—Yes, it was, certainly.

4707. You think you would have been in a much better condition now had you gone on

Chairman—continued.

with the land than you are at the present time?—Oh, yes, much better.

4708. In a much better condition of life than you are at this moment?—Yes.

Sir *John Llewelyn.*

4709. What was the average rent of cottages in the neighbourhood?—From 2*l.* to 3*l.* or 4*l.*

4710. Would that be about the rent of your house if it was let?—No; our house is rated at 6*l.*

Sir *John Llewelyn*—continued.

4711. Would the general value be about 2*l.* or 3*l.*?—Yes.

Lord *Kenyon.*

4712. How many rooms has your cottage?—Four.

4713. Two rooms above, and two below?—Yes.

4714. And it is rated at 6*l.*?—Yes.

4715. Would that be the average rate of cottages about there?—I could not say as to that. See 4768.

The witness withdrew.

Chairman.

Is Mr. Penrice's agent in the room?

Mr. *John Arthur Jenkins:* Yes; I am Mr. Penrice's agent.

Mr. JOHN JENKINS called and examined.

Chairman.

4716. You are, I believe, agent to Mr. Penrice?—I am.

4717. How long have you been agent?—Eighteen months. I succeeded my father on his death.

4718. Do you know the last witness?—Yes.

4719. Did this occurrence happen in your father's time or your time?—My father's time.

4720. You are well acquainted with the facts?—I am.

4721. And you are able to speak to what occurred?—Certainly.

4722. You know Mr. Tanner?—Yes.

4723. And you know he lived in a freehold house?—He lived in the house, which is a public-house, and belonged to a man named Nicholas.

4724. Who died?—Yes.

4725. And Mr. Tanner afterwards married the widow?—Mr. Tanner was the farm servant living with Mr. Nicholas; he never was our tenant at all.

4726. Mr. Nicholas was the tenant?—Yes.

4727. Then he died and Mr. Tanner married Mrs. Nicholas and Mrs. Nicholas went on with the holding?—No.

4728. What happened, then?—Mr. Nicholas, I understood, made a will leaving his property to his widow and daughter, equally between them and in such a way that the money had to be invested and therefore they could not carry on the farm and the trustees gave up the farm. I am not certain now whether the trustees gave notice or whether Mr. Penrice gave them notice, but it was distinctly an arrangement between Mr. Penrice and the trustees; he knew very well that they could not carry on the farm as the money had to be invested, and that is why notice to quit was given.

4729. What property was there besides the freehold house?—Stock and crop of the farm.

4730. Was that all the money there was?—That was all.

Chairman—continued.

4731. What was this 20 acres. Was it arable land?—Chiefly arable.

4732. There was a crop on it?—Yes.

4733. Then the money had to be divided between the widow and the daughter?—Yes, or rather the daughter was not of age, and it had to be invested until she became of age.

Mr. *Brynmor Jones.*

4734. Not the other half according to your statement?—There was really to be no division.

Chairman.

4735. All the money Mr. Nicholas left behind him was represented by the crop. Is that so?—I believe so. He owned the public-house as well or had an interest in it.

4736. Then the money had to be invested, or what money there was. The public-house remained the property of the widow. The public-house is not sold?—No.

4737. But the remainder of the property represented by the crop had to be sold and the proceeds of half the property had to be invested for the girl?—The whole proceeds: for this reason, I think, because the will left the property in such a way that the survivor of the two was to receive the whole.

4738. Therefore half the property had to be invested?—I suppose so.

Mr. *Brynmor Jones.*

4739. There was no reason to sell the growing crops. The growing crops were attached to the freehold?—Oh, no, not at all.

4740. Then they were not growing?—It was subject to the tenancy from year to year.

Chairman.

4741. All there was to be sold was half the crop?—I say the whole crop.

Chairman—continued.

4742. The trustees, according to your belief, said that they could not go on with these 20 acres because they sold the crop?—Well, there was no money; they could not invest their money in farming operations.

4743. Had the implements and everything to be sold? Do you remember that?—Everything was sold.

4744. Everything was sold on the farm?—Yes.

4745. The whole stock in trade was sold?—Yes.

4746. Then you say that the trustees gave notice to quit?—I would not be certain on that point. Either the trustees gave notice or Mr. Penrice gave them notice. I would not be certain for the moment.

4747. Anyhow notice was given and no notice was taken of the application of Mr. Tanner to be continued as tenant?—He never was tenant.

4748. To be taken on as tenant?—No.

4749. No notice was taken of his application, and that application was refused as he says?—I believe so.

Mr. *Brynmor Jones.*

4750. Nicholas when he died was tenant from year to year, was he not?—Yes.

4751. Then his widow became, as personal representative—it does not much matter if it was not dealt with by the will—a tenant from year to year in his place?—He left trustees under his will.

4752. Did he deal with the tenancy from year to year in the will. According to the evidence you have given he died intestate with regard to the tenancy from year to year?—No, he divided his stock and crop equally between his wife and daughter for their lives.

4753. Are you not thinking simply there was a residuary bequest of all his personal estate to his wife and daughter as joint tenants?—No, it was not as joint tenants, I believe, I could not for the moment remember; I have seen the will, but I do not remember it exactly.

4754. What was done about the tenancy from year to year which was an existing interest in the land. Was it dealt with by the will or not. This is why I ask: if he died intestate and Mrs. Nicholas became tenant from year to year, it may be when this man married her he became a kind of tenant by entirety as her husband. This is 12 years ago and before the Married Women's Property Act came into operation therefore?—It is about three or four years ago this happened.

Mr. *Brynmor Jones*—continued.

4755. Then I misunderstood you. I understood he had been 7 years where he is now working for 9*s.* or 10*s.* a week as a farm labourer. I believe one of your relatives was a trustee under the will?—Yes, my uncle.

4756. Were the trustees angry about Mr. Tanner marrying the widow? Did that give them any annoyance?—That I could not say.

4757. Your explanation, so far as it goes, is rather one which supplements the facts as told by Mr. Tanner. How does it diminish the hardship?—The farm had been given up, and we did not feel inclined to let it to a man who had no money to carry it on.

4758. Mrs. Nicholas was in the public-house, I suppose she still retained the license, did she not?—Yes.

4759. And has it now?—Yes, a public-house in the country is a very small thing.

4760. Still it is not as if it was a large holding; it is only 22 acres. What was the value of the crops growing on the 20 acres, do you think? What did it fetch at the sale?—A couple of hundred pounds, perhaps.

4761. Including implements and the whole of everything?—Yes.

4762. Was the furniture in the house sold?—No.

4763. You did not see that Mr. Tanner was in a position to pay and carry on his rent?—Quite so.

4764. And yet his wife had to receive 100*l.*?—I do not know that the estate was worth 200*l.* There were certain debts which had to be paid. The trustees did not think that they had better carry it on, and the best thing they could do was to give it up.

Mr. *Griffiths.*

4765. Did Mrs. Nicholas pay money up to you?—Out of the proceeds of the sale.

4766. How much money was left after the sale?—That I could not say.

Mr. *Brynmor Jones.*

4767. You are now in possession of it?—Yes, I am.

The witness withdrew.

Mr. PHILIP TANNER recalled and further examined.

Chairman.

See 4715.

4768. Have you anything to say in answer to that?—Yes.

4769. What is it?—Before the sale was made, at the time the trustee and the agent were meddling about the will, they went to the lawyer in Swansea, Mr. Smith, of Cambrian Place, and went through the will. Mr. Jenkins said to Mr. Smith, "There is not the least doubt

Chairman—continued.

"but that the thing must be sold and the "money invested." "Well," said Mr. Smith, the "will is not after that fashion." Then I asked Mr. Smith whether it would not be the same thing for me to take the things off by valuation and pay them the money, and let the farm go on as it was? "Yes," said Mr. Smith, "you can do that and they cannot refuse." Then Mr.

Chairman—continued.

Jenkins turned round to Mr. Smith and said, "That won't do, that is not the thing," and besides that he said to me, "You have not the money to do it." I said, "That is no business "of yours, if I have not the money in my "pocket I can get it if I can have the land." I said, "I can have the money, and I am either "prepared to take the things at a valuation or "give security for half the stock and crop, or "the whole if required." Nothing would do but they must have the land up, and when the day of the sale came there was half a year's rent due, that was all, that was 10*l.*, besides the chief rent, and that run somewhere about 13*l.* or 14*l.*

4770. Then the money was paid?—The money was paid.

Chairman—continued.

4771. Did the trustees give notice to quit, or did you receive notice to quit?—We received notice.

4772. You are positive the trustees did not give notice to quit?—We received notice from the agent. What the trustees did besides I cannot say.

4773. You have no knowledge of what the trustees did?—No; I was prepared to take the land then, and I am prepared to take the land now, if I have a chance.

Sir *John Llewelyn.*

4774. Was that Mr. Robinson Smith that you spoke of?—Yes.

The witness withdrew.

Mr. Thomas Coghlan called and examined.

Chairman.

4775. Are you a tenant farmer?—No. I wish to give evidence rather in respect to cottages, and the difficulties of getting land on which to build cottages, and the land tax charged upon cottages, and the necessity of labourers having small parcels of land on which to keep a cow and winter sheep, and so forth.

4776. What is your profession?—I am a blacksmith, and I live in this village of Reynoldstone.

4777. Have you lived here any considerable time?—26 years.

4778. And your father before you?—Yes. He was here for some years before me.

4779. You are well qualified to speak about the want of small holdings in the district?—Yes.

4780. Now tell us what you have to say?—In the first place, it has been very difficult for many years—almost impossible—to get any plot of land upon which to build a house at any price, and when it was obtained it was obtained at a great disadvantage and at a very exorbitant price, at the rate of 8*l.* an acre sometimes; a 60 years' lease and three lives, or else 99 years, under which everything went. I believe there are greater facilities for obtaining land now for building houses than there have been in times past. Then, again, within my knowledge, there are many labourers, several at least, within a mile of this place, who for many years have had small parcels of land on which to keep a cow and winter a few sheep, and their fathers have had it before them, and they are greatly attached to the land, and I do not think anything would induce those men to leave their place and go to towns, although they have only had 14*s.* a week until the last year or two, and are now receiving 15*s.* a week. They are in a better social position than any of the other labourers in Gower, those who have a few acres near a common. It is important to notice, perhaps, that the common is of very little use to anyone unless they have some land besides.

Chairman—continued.

4781. Is that the big common we came over?—It is the big common, Cefn Bryn. It is a free common, open to everybody, and it is practically useless unless people have some small portion of land besides upon which to keep a cow and winter the sheep. They cannot keep the things on the mountain in the winter. Therefore I am of opinion that it would be of very great importance, or very advantageous to labourers generally, cottagers, if they had a small parcel of ground upon which to keep their stock in the winter. The difficulty has been of obtaining any such parcel of ground. Within my knowledge there has not been a single instance during the last 20 or 25 years in this parish in which any cottager has been able to obtain a small piece of ground of any kind, of this sort, at least. When a field became free or a tenant died, it was invariably attached to someone who had plenty before, and people have failed to get any advantage of the kind; the labourers and cottagers have failed, at any rate. Then again, they suffer considerably from charges upon house property. In Gower the rates are very high. The rates in this parish are on the average about 3*s.* 6*d.* in the £ in the year, with the addition of land tax. There is a very great deal of dissatisfaction connected with the land tax. It is a great grievance so far as cottagers are concerned. In some years past, some 15 or 16 years ago, or previous to that, it was charged simply upon the land, an assessment on land only. Since that period it has been made upon the rateable value of the whole parish, and consequently nearly half the land tax is paid by householders, and in some cases paid by householders who pay house duty as well. The cottagers think it very hard to have such a charge put upon them. For one instance, there is a man in this parish who had six or seven acres of meadow land. A quarter of an acre, or a rood and a half, was taken out of the corner of one of the meadows, upon which a person built four cottages. Those four cottages pay more land

Chairman—continued.

tax for that one rood and a half than the six acres and a half pay, and the cottagers feel it a great hardship to be charged land tax in that way, and think it is important that some change should be made in reference to the manner of assessment of the land tax.

4782. You think there is very considerable difficulty in this part of the country in getting small parcels of land for agricultural labourers ?—It is all but impossible.

4783. There is no custom, as there is in some parts of England, where a man can get half an acre of land at the same price that the farmers pay for it ?—No, they can do nothing of the kind here.

4784. Are the men aware that an Allotment Act was passed ?—Yes, I believe they are, but the Allotment Act perhaps would hardly meet the case, inasmuch as an acre of land would not be sufficient to keep a cow, nor even to winter a few sheep.

4785. You would want how much ?—From three to four acres.

4786. Have they discussed that amongst themselves ?—Yes; it has been talked about by the cottagers and labourers generally.

4787. Do they consider it is useless, because there are no compulsory clauses—no clauses making it compulsory for landowners to grant these parcels of land if there is a demand for them ?—They do in one respect; but the area is not large enough—an acre of land is not sufficient. They would hardly try for it, because it would not answer the purpose.

4788. It would come under the Small Holdings Act ?—Yes, I think it would.

4789. And that would be satisfactory if there were compulsory clauses introduced ?—Yes.

4790. They would like to see compulsory clauses introduced into these Acts of Parliament, making it possible for them to get it where there was a difficulty of getting it on the part of the landlord ?—Yes, because, for instance, a person who has a few acres or two or three acres of meadow land, a labourer can continue his labour and not lose his time at all. If it was an acre of land he would have to till it to make anything out of it, and the carriage of goods to market would take away all the profit, and with the loss of time it would not compensate him. But when they have a few acres of meadow land, the labourer after his day's work is over can attend to it, and do what is wanted, and in such cases the labourer and his family spend the time upon the land and make the most of it, and those cottagers who have such parcels of land are the best off of any in the country.

Mr. *Brynmor Jones.*

4791. Do you think there is any desire in this part of the country for anything in the nature of a parish or district council, which might have powers of compulsorily obtaining land for small allotments, and then letting the elected body, parish or district council, make its own arrangements ?—It would depend who was on that council. If the farmers were placed on that council they would not allow the labourers a great deal.

Mr. *Brynmor Jones*—continued.

4792. Your idea is that each labourer should be able to impose a compulsory Act of Parliament himself for his own little bit ?—Yes, because if one field is free a farmer applies for it if it is anywhere near his land directly, or even if it is some distance off, and invariably gets it.

Sir *John Llewelyn.*

4793. You say there have been some small holdings about here to which the people are much attached ?—Yes.

4794. If they fall in they are generally absorbed in the larger farms ?—Yes, whenever they fall in they are mostly absorbed in the larger farms, and I believe that would account in a great measure for the depopulation of the country districts, inasmuch as it is necessary that the labourers themselves should have an interest in the land itself.

4795. Have these small holdings usually a cottage attached to them ?—Almost always.

Lord *Kenyon.*

4796. At what sum are they rented, as a rule ?—They are not dear, as a rule.

Sir *John Llewelyn.*

4797. Do you consider they are diminishing in number ?—Yes, they are, during the last 20 or 30 years.

Mr. *Seebohm.*

4798. You are under a Rural Sanitary Authority here ?—Yes.

4799. Have you applied to that Authority under the Small Holdings Act ?—No, we have not.

4800. Do you not think it would be wise to do so, and to set the machinery in motion under that Act ?—Not unless it was compulsory to give the labourer a larger portion than an acre.

4801. Under the Allotments Act you cannot go higher than an acre, but under the Small Holdings Act you can go up to 10 acres. I believe the County Council in the long run is the body who can decide it, which would not be strictly a local body; it would be a wider body than the parish, therefore you would be much more likely to get justice from such a body ?—A council in the district of Gower would be almost entirely composed of farmers.

4802. The County Council would take a wider view ?—I should think that would be so.

Mr. *Grove.*

4803. Any one or more county electors may petition the council of their county. They could send in a petition to the County Council

Mr. *Grove*—continued.

and then they would consider whether they should put the Small Holdings Act into force or not, and that Act gives them power to acquire land, and to sell it to you and others on certain agreed terms anything from one up to 50 acres. It appears to me it is exactly what you want. But I must point out this. The Act does not give power to them to take the land compulsorily. It has to be done by arrangement with the landowners. Do you not think if the County Council were to go to the landowners, the landowners would think it reasonable, and very likely they would grant this land, which would be given out to you in certain portions as you require?—But we were not aware of such an Act.

Mr. *Seebohm.*

4804. The great difficulty in most places in bringing this Act into operation is the difficulty of finding land suitable for the purpose; but here it seems to me, from your showing, we have a distinction, and a distinction to your advantage from almost any other case which has come under my knowledge. Here you have a common, and if you get land near that common, you would have all the advantages that could be got from the Small Holdings Act?—Yes, of course.

4805. In a district, where all the land is arable, it is an extremely difficult thing to make the Small Holdings Act work; but in your district I think you should have less difficulty than anywhere else?—I think it would be the easiest thing in the world.

Professor *Rhŷs.*

4806. From whom would you expect the opposition, if any—from the landlords or from the farmers?—From the farmers, I think.

Sir *John Llewelyn.*

It has been before the County Council, and they refused to put the Act into operation.

Chairman.

4807. This is a question put by Mr. Nicholl. Do you not think that the landlords are willing to grant a few acres of land to a workman? Is it not the farmers who object most strongly?—Yes, I believe it is. I should not be surprised at that at all, but at the same time, when there is a field or two free, the farmers, or those who have land, get it when a small holding goes free. The occupier leaves or dies out; it is attached to some large farm, although there may be at the same time several labourers or otherwise looking for it or applying for it. The landlords are in a certain sense to blame after all.

Mr. *Richard Jones.*

4808. In that case, what becomes of the cottages?—If there is a cottage attached?

4809. Yes?—Sometimes it is taken away, and the cottage is left standing and attached to the farm. If something could be done in reference to the land tax, or if some suggestion could be made, that would be the best.

Sir *John Llewelyn.*

4810. Is that not a matter for the Assessment Committee?—The Land Tax Commissioners would have to deal with it, I think.

The witness withdrew.

Chairman.

This completes the number of witnesses whose names have been sent in to us. Is there anyone else anxious to give evidence on any specific or particular point? If so we will hear him.

Chairman—continued.

[*No one responded.*] Gentlemen, we are much obliged to you for the trouble you have taken in coming here and giving us the information which you have.

Adjourned.

FIFTH DAY.

The Guildhall, Swansea, Glamorganshire, Saturday, 27th May 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. D. LLEUFER THOMAS, Secretary.

Chairman.

This being the fifth sitting of the Commission in the county of Glamorgan, I am desired by my colleagues to express our thanks for the way in which we have been met in the county, and for the practical and straightforward evidence that has been offered to us. We are especially pleased at the way in which the evidence was prepared yesterday. It was brought before us in a very business-like manner, and the witnesses confined themselves to one particular portion of the heads of inquiry, and that saved us the necessity of repetition, and examining the witnesses on all the heads of inquiry, and, therefore, going over a good deal of ground that need not be traversed, and which would cause us naturally to lose a certain amount of time. We wish to point out our appreciation of the way in which the evidence was prepared and gone through yesterday, and to express our opinion that if it could be managed for us in the future in that way it would be a considerable advantage to the public as well as great convenience to ourselves. To-day, before we begin the proceedings, I wish to say that I have had handed in, a statement to the Chairman of the Royal Commission of Land in Wales and Monmouthshire, signed by Mr. George Thomas, of Ely Farm, and many other tenants on Lord Windsor's estate, testifying to their satisfactory treatment both by Lord Windsor as their landlord and by Mr. Robert Forrest as his agent.

(*The letter was then read by the Chairman.*)

MR. ROBERT FORREST called and examined.

Chairman.

4811. I believe you are agent to Lord Windsor?—Yes.

4812. How long have you been agent?—Since 1874.

4813. You are well acquainted with agencies?—I have been bred a practical farmer and land agent and valuer.

See 1164–1411, 26,328–26,363.

4814. You know Mr. Thomas Evans, of Penhefyd, Saint Fagans, who occupies 133 acres of land from Lord Windsor, under a verbal agreement?—Yes.

4815. Have you read his evidence as reported in the "South Wales Daily News," of Thursday, May 25th?—I have.

4816. Do you agree with it?—I do not.

4817. Will you point out to the Commission on what points you disagree?—I would like to say first, that I was from home, attending to my ordinary business in Shropshire, when I received a telegram from Mr. Vincent to say that allegations were made against Lord Windsor and myself. I immediately got my clerks together at my office to give me details, which I will read presently. I have not been to St. Fagans for over a week. I had to leave next day for an arbitration which is taking place in London, and I was wired to by Lord Windsor to see him on the subject of this Commission. I was attending the arbitration yesterday, but by the kindness of the arbitrator, Mr. B. F. Williams, Q.C., I obtained leave to come here to-day. I am sorry I could not attend on Thursday, but I assure you I have come at the earliest possible moment. I do not want to take up more of your time than necessary, but as my character has been somewhat impugned, as to my knowledge of things in general, I may say that I am at present the high sheriff of this county; that I have been a justice of the peace since 1879; that I have been chairman of the Cardiff Rural Sanitary Authority and Llandaff Highway Board, for many years. I only retired this year from the chairmanship of the Cardiff

Chairman—continued.

Rural Sanitary Authority and other boards because as justice of the peace I sat there, and I am not now qualified, being the high sheriff. I am a director of the Barry Railway Company, and of the Metropolitan, Birmingham, and South Wales Bank. I am Board of Trade valuer, and I am the district representative of the Board of Agriculture. I am the chief agent for Lord Windsor, and I manage 50,000 acres of land, about half in Wales, and half in England, extending from Flintshire on the north to Glamorganshire, and to Warwickshire and Shropshire.

4818. You do not give all your time to Lord Windsor?—I do not; I advise other estates as well.

4819. You are agent for 50,000 acres of land?—Yes, of course the greater portion being Lord Windsor's.

4820. What is the acreage of Lord Windsor's estates?—18,000 acres in Glamorganshire. I had a letter from the Secretary, I omitted to say, that a copy of the print of the evidence would be sent me; it has not reached me, and therefore that is the reason why I refer to the newspaper.

Chairman.

Is Mr. Thomas Evans in the room?

Mr. *F. W. Evans:* My Lord, he has written to me to say he cannot possibly attend to-day, and asks me if I would be present to watch the proceedings.

Chairman.

As Mr. Thomas Evans' representative you have no objection to our taking the evidence as it comes from the "South Wales Daily News"?

Mr. *F. W. Evans:* No.

Chairman.

If there is a dispute we can refer to the shorthand notes.

Witness.

I have had a transcript of evidence supplied by Mr. Vincent, but as it only reached me last night, and as I had to put most of my evidence together in the train, I have not even had time to look at his report. I wish to mention, amongst my other duties, that I have been a member of the county council since its establishment. I was opposed by a gentleman at Llandaff and beat him by a considerable majority at the first election, and I was returned unopposed at the second election. I think that is all I need say of a personal character. Now I hand in a letter from Lord Windsor.

Chairman.

4821. His lordship would like that read?—Yes.

(A letter addressed by Lord Windsor to the Commission was then read, to the effect that he took "the sole and entire responsibility in all "action emanating from his estate office.")

4822. You wish to make a statement?—Yes. With regard to the complaints in question I have made a few short notes, but I am prepared to go further into detail afterwards, if it is wished. In September 1887, I agreed to purchase the lease of Tynewydd Farm from Mr. Evans, as I wished to throw portion of the land into the park. I agreed to give him 300*l.* for the lease, and to let him Penhefyd Farm, without repayment to the estate the amount I had paid to the outgoing tenant, which was 150*l.*; he also had possession of the house in the month of August instead of in the following May as would be customary. He was most anxious to get possession of the house and buildings which adjoin Tynewydd, and also to let him 30a. 0r. 30p. of the Tynewydd land. Penhefyd Farm contains 103a. 1r. 15p., so that the whole acreage so agreed to be let amounted to 133a. 2r. 5p. The rent was to be 180*l.* for the first five years, and was to commence from the 2nd February 1888 (this was at the rate of about 1*l.* 7*s.* per acre). After the expiration of five years the rent was to be increased to 1*l.* 10*s.* per acre. The agreement was made in my office at St. Fagans in the presence of Mr. Roper, who was chief clerk in the St. Fagans office at that time. It was a verbal agreement—verbal agreements are the custom on the Windsor estate, and in this part of Glamorganshire. The letting was on the usual terms, namely, that the tenancy was to be a yearly one, that the tenant was to pay the tithe and land tax, and that the landlord reserved the game and right of shooting. Mr. Evans properly understood the terms. I offered him no inducements whatever to enter into the above terms; he appeared very anxious to become a tenant of Lord Windsor's, and seemed to consider the terms advantageous to himself. Nothing whatever was said as to the construction of "waterfalls" or ponds on any part of the taking. Mr. Evans paid the rent without making any of the claims he subsequently did; up to the 2nd February 1891, he was sometimes in arrear, and always grumbling. It is untrue that eight acres of pasture land agreed to be let to Mr. Evans were subsequently fenced off and thrown into Lord Windsor's park, and Mr. Evans never made any complaint on the subject, or suggested that such a thing had been done until 1892, in fact his present area is a few perches in excess of the total quantity he agreed to take, namely, 133a. 2r. 5p. —and I made the note at the time on a sheet of foolscap. It is untrue that Mr. Evans has been called upon to pay any taxes by me; he pays the land tax, and it is the custom on the estate for the tenants to pay it. It is untrue that any promise was made that the tenancy

Witness—continued.

should be for life; not a word was said about it; the tenancy was to be a yearly one; all the farm tenancies on the estate are the same. My appointment with Lord Windsor, of course, allows me to deal with yearly tenancies. I can sign a yearly agreement, but I could not promise anything beyond a year. Game is preserved on the estate, but the tenants have a liberal supply of game at every shooting, and rabbits when they ask the keeper. In 1889, 7*l.* was paid to Mr. Evans for compensation for damage done by game. Mr. Evans expressed himself as quite satisfied with the amount. I know nothing of 26*l.*, or any sum, said to have been paid by Mr. Evans, to a purchaser of standing crops, in respect of damage done by game. In or about November 1892, Mr. Evans made a claim for compensation for damage alleged to be done to a field of swedes by rabbits; the amount of the claim was afterwards stated to be 39*l.* 18*s.* I got an independent valuer, Mr. Francis Wride, of Llanishen, to value the damage. He valued the damage at 12*l.*, but thought it was caused by sheep which had got over a hedge and into the field from some adjoining land, through a young plantation. I placed the matter in the hands of Mr. E. B. Reece, of Cardiff. After he said he would have nothing to do with me, I placed the matter in the hands of my solicitor, which was the only course I could adopt. He informs me that he wrote to Mr. Evans' adviser (Mr. F. W. Evans) on the 6th March last, stating that I was quite willing to make reasonable compensation for the damage, as the fence, through which the sheep had got into the field, was in hand. The copy correspondence which I produce contains a copy of this letter, as well as of all the other letters that have passed between Mr. Evans or his adviser, on the one hand, and myself and Mr. Reece, on the other. Mr. Reece informs me that he only received an acknowledgment of his letter of the 6th March on the 10th April last, for which please see correspondence, and that he has not seen Mr. Evans or his adviser since. The right of shooting over Mr. Evans' farm is exercised, by Lord Windsor and his friends, only a few times during the season, and practically no damage whatever is done by the keepers, or anyone else, to the crops or fences. It is untrue that any tenant has been turned out of his holding for carrying a gun to kill hares and rabbits. It is untrue that any tenants have had notice to quit for interfering with game. It is untrue that any tenant on the estate has ever been "sold up" by the landlord. It is untrue that Nonconformists are at a disadvantage in applying for and keeping holdings on the estate—a very large proportion of the tenants are Nonconformists. I never asked a tenant for his vote on political grounds in my life, except as standing for the county council, and in my own division I should ask naturally for their votes. I was referring more particularly to parliamentary or other elections. It is untrue that anyone on the estate was ever turned out of any cottage or holding for being a

Witness—continued.

Nonconformist; no such case was ever known, and I know nothing of them. Lord Windsor is conversant with all matters relating to his estate, and has given Mr. Evans' case his personal attention. Mr. Evans was informed that this was so by Mr. Reece, as shown in the copy correspondence. I may say his lordship knows absolutely all that goes on on his property. As to Mr. Evans' strictures on myself, I am quite content to allow the truth of them to be judged by those who know me, especially by the other tenants on the estate. I am here to say I have never had a quarrel with any tenant on any of the properties I have ever managed, except Mr. Evans. I have known and lived in the district since 1868. I have been agent to Lord Windsor since 1874, I have never allowed personal feeling to influence me in any way in dealing with the property. I know nothing whatever of Mr. Evans' views socially or politically. I never discussed politics or social matters with him. I was not aware that he opposed my candidature for the county council. I may say I did hear he was grumbling and thought of standing himself, but it only reached my ears as talk, as many other things do reach my ears. I have had no vindictive feelings against him. I never spoke against his father in any way, nor to the best of my recollection did I ever speak to him. It is untrue that Mr. Evans ever threatened me in my presence or hearing, but I have been informed and believe, and I have lots of evidence of the fact (in fact it is a matter of common knowledge), that when I have not been present he has made use of very violent and abusive language against Lord Windsor and myself, and that he has threatened to shoot me over and over again.

4823. That is a very serious remark. Is there anyone here who will substantiate that?— The policeman at St. Fagans, and there is a gentleman in the room, one of my clerks, a Mr. Kempthorne, who lodged with Mr. Evans. See 26,358

4824. Is there any gentleman in the room who has heard that remark made by Mr. Thomas Evans?—Mr. Brace has, I believe. See 19

[Mr. *J. C. Brace:* I did.]

Mr. Evans of recent years seems to have completely lost control of himself under certain conditions, and is so quarrelsome and abusive that he has become a very undesirable tenant on any estate, and it is that and his putting me to defiance, and the representations made, that has led Lord Windsor to say that he would not have his agent disobeyed, and he would be ordered off his estate, and he should receive notice. One day last week Mr. Evans met my clerk, Mr. Roberts, on his way to the office, and asked him whether the notice to quit was to hold good, because he had had his evidence prepared, and intended giving evidence before the Commission unless he had satisfaction.

Chairman.

4825. Is Mr. Roberts here?—He is not here, unfortunately, but at St. Fagans. He can appear. I will wire for him, and he will be here before you rise. He showed Mr. Roberts a letter he had received from his adviser, Mr. F. W. Evans, stating that he had prepared his evidence, and asking him to come and read it. Of course the inference is obvious. That is my statement in general. I have prepared a statement going into all the various items in detail, and I can put them before you if you wish. I am prepared to answer any questions. I should like to say what I think. I am sorry if I am out of order in not having everything prepared, but I have not had time. Here is the whole of the correspondence, which I will hand in. I think I have embraced the whole matter in my statement.

4826. Is there any particular portion of that correspondence that is material to your case?—I have brought everything I have got. It is documentary evidence, and it simply bears out my case.

4827. Unless there is anything particular you wish to bring forward, I think it would be hardly necessary to read it all now?—I do not ask it. I want to save you as much trouble as I can. There is one serious allegation made against Lord Windsor which I might refer to, as it is in my mind; and that is that he had raised his rents, within the last year or two, 100 per cent. I think that was the figure given.

4828. This is it: That he knew many of Lord Windsor's tenants have been raised, some of them, 100 per cent. last year?—The answer to that is this. That no farm rents have been raised at all of late years. The statement, I believe, that must refer to is this: A farmer living within a mile of the borough of Cardiff, Mr. Christopher Williams, gave up farming. It is about a 400 acres farm. The racecourse is upon it, and you pass it by Ely Station; I daresay some of the Commissioners know the position. The farm was cut up into five or six lots, and let as accommodation land. I had the greatest difficulty in keeping people out of the office who wanted to take the land. It is let in various plots from 5*l.* to 1*l.* an acre, the average being about 2*l.* an acre for accommodation land in various lots. In no instances are the tenants raised, except a few round the neighbourhood where the farms come in to hand. We never give notice. It is not the practice except in these very exceptional cases. We should not have turned Mr. Williams out. He gave us notice, and then when the farm came into our hands it was cut up and let. And this case is the only increase of late. On the contrary, as you can see from the question of Mr. Vincent, we show a decrease. I am not prepared with any statement upon that, but I wish emphatically to contradict the statement that any rent has been raised upon any sitting tenant; it was only because the farmer was giving up, and it was then put into accommodation land.

Chairman—continued.

4829. During your agency has there been no general raising or individual raising of sitting tenants?—Never of a sitting tenant except that we raised Mr. Geo. Thomas by his own request. We spent 1,000*l.* upon a small holding. He is a valuer and does other business, and he said if you will do it I will give you some increase of rent, and he fixed it himself at 12*l.* There are some little dairy farms close to the town of Cardiff the same, but not when the tenant was sitting, only when a new tenant came into the property.

4830. Mr. Thomas Evans mentioned that one tenant on the estate you manage was turned out for carrying a gun?—Absolutely untrue.

4831. I asked him "Have you any objection "to give his name," and he said, "None at all, "with his consent. I will get his consent for "certain; he will only be proud of it." I will ask Mr. Thomas Evans, have you obtained the name?

Mr. *F. W. Evans:* No, Mr. Evans was waiting until the Secretary had communicated, as he promised, the requirements of the Commission. There were one or two matters the Commissioners required, and he will communicate with them afterwards. I have only seen Mr. Evans on one occasion since the sitting at Pontypridd.

Chairman.

Have you got those requirements which you state he wanted?

Mr. *F. W. Evans:* The Secretary promised to communicate to Mr. Thomas Evans those requests which the Commission had made of him.

Chairman.

I made this request. It has nothing to do with the Secretary. I asked him "Have you any "objection to give his name." He said, "None "at all, with his consent. I will get his consent "for certain; he will only be too proud of it." Have you that gentleman's name?

Mr. *F. W. Evans:* No, I have not. There is also another matter to mention.

Chairman.

I only asked you that question.

Witness.

If you want me to go through these in detail, I will do so, it is simply a denial of the facts, and I shall be glad to answer any question.

Chairman.

4832. I will ask you. Mr. Thomas Evans says many tenants have been sold up on the estate and gone away penniless. How many

Chairman—continued.

changes on this estate have there been?—There have been a few changes on this farm Penhefyd. There was a widow lady, Mrs. Phillips, who had to leave. She was not able to carry it on, being short of capital, and she left. Then we had as tenant Llewellyn Lewis. He, unfortunately, got in without capital and without my knowledge. He gave me a reference to a gentleman in Cardiff, a solicitor, who thought he would be able to carry on the farm, but I found that he came there with borrowed money, although I did not find it out until afterwards. I took him, as his father and his brother were old tenants on the estate, and he had come from a district where he had lost all his money. He left. Then Mr. Lewis left Llanmaes after his uncle died. I cannot recollect any others. There was a man died at a little farm at Radyr; he died in the place, I think, and the brother of Mr. Lewis died and the family gave up farming. That was a change, but not on account of financial matters. But in absolutely no case have we ever sold up any tenant.

Lord *Kenyon.*

4833. Mr. Thomas Evans stated that he had a 20 years' lease, and from his evidence we rather inferred that he gave up that lease to Lord Windsor?—We bought the lease, and paid for it by paying him 300*l.* and giving him an ingoing into the other land at 150*l.* In 1886, I think it was, when this tenant Lewis had to leave, another tenant adjoining died, a man named Williams, of Llwynrheos. This land lies to the back of the village and the castle. The castle is in the village. It was then decided to make a park, and then these two farms were carved by degrees into a park. In 1887 it was a very dry year, and a fine year, and there was a great deal of distress in the district owing to the stoppage of the works at Pentyrch, and I employed large numbers of labourers—iron labourers thrown out of work—and this park was made. The glebe land bulged into part of the park. It was then apparent it would be an advantage to the park to have this glebe land. Mr. Evans and I met, and it was arranged; we bought the glebe, and the remainder of the glebe which was vacant and Penhefyd we put together. That is how the thing came about. We purchased the glebe, of course, from the rector by a rentcharge of 120*l.* a year as the amount of Mr. Evans' rent, and Lord Windsor is the patron, and he with the Bishop had given consent to the lease.

4834. 120*l.* was the full rent in perpetuity?—Yes, and there was the usual legal business.

4835. You mentioned 150*l.* Was that what Mr. Evans would have had to pay to the representatives?—If he had gone in straight. There was a bigger bill than that, but that would be apportioned on the tillage land and that under the custom of the country; and now

Lord *Kenyon*—continued.

when Mr. Evans leaves he will receive his custom of the country. All improvements he has made he will be able to recover.

4836. Altogether you gave him an equivalent of 450*l.*?—Yes. He will receive his 1,000*l.*, alleged outlay, or 10,000*l.* if it is due, on his leaving the farm.

4837. Altogether you paid for the surrender of that lease an equivalent of 450*l.*?—Yes.

4838. 300*l.* for the outbuildings?—I do not know about that. I bought the lease in the usual way. The consideration money was 300*l.*, and in addition I did not charge him the 150*l.* which the estate had paid to the outgoing tenant.

4839. You say he made some complaints about water. I have in my notes that he said he lost access to the water, and a promise was made for a pond to be constructed, and no pond was constructed and no access to water allowed. That came out of an alteration of a fence he complained of. He produced a map and stated that the fence was to be drawn at a certain place which allowed access to this water. He then complained afterwards that eight acres more were taken away from him which prevented his access to that water?—Nothing of the kind, my Lord. We laid down a lot of the park to grass. It was in plough. Some of the land was very foul; some of the very Penhefyd land taken into the park was very dirty, and we had to properly clean it ourselves, and we made seven little plantations in the park; we had many lines upon the plan; there were sketches as we were going on. That park cost in labour 1,000*l.* to 2,000*l.*, and over 2,000*l.* to fence, and it was a very Godsend to the people for the time being.

4840. You do not think he had any grievance about the water?—He never represented it to me until recently. We never intended the pool to be in his land.

4841. You always intended that to be in the park?—Certainly.

4842. Is that particular part of his farm in want of water?—I do not think so. I may say we made him an excellent little place to cool his milk, which cost us 50*l.* to 100*l.*, to sink it into the cold spring water, that was made before I think.

4843. He stated that the game had largely increased since your appointment as agent in 1874. Is that the case?—There was practically no game in 1874. Lord Windsor was a minor. When he came of age in August 1878, he desired some game on the estate and we kept it, but it is not an exorbitant quantity at all, and it has not increased since the time he took the farm.

4844. Have any tenants on the estate ever applied for compensation for damage done by game?—I do not know; sometimes there has been a little damage by rabbits when they get too numerous. I do not remember any compensation except to Mr. Evans.

Lord *Kenyon*—continued.

4845. Have you ever refused a reasonable claim?—Never, certainly not. We keep a good many foxes. I think we have five or six litters there this year.

4846. Then Mr. Evans stated that you made some verbal statement to him, that a yearly tenancy on Lord Windsor's estate was equivalent to a tenancy for life?—I never said anything of the sort, but I have no doubt a man understands that when he behaves himself. I have never served a notice.

4847. Had he been a tenant for 30 years on the glebe?—I believe his father was. I do not know, though.

4848. You say occasionally in some cases rents have been raised on a new tenancy?—Yes.

4849. Can you say whether these rents have been raised on previous tenants' own improvements?—Certainly not. It is owing to the value of the land in proximity to Cardiff, and the amount of it, I believe, is only 67*l.* on the estate, whereas in other cases there have been 700*l.* odd reductions.

4850. We have heard a great deal in our inquiry very often that the tenants pay their rent with borrowed money. Have you any knowledge of that?—I am afraid Mr. Evans has, in many cases, because he has no capital. I am told so.

4851. Would you think that is generally the case?—It is not generally the case in our estate. I cannot answer for others, not on the properties I am connected with, there may be instances I do not know.

4852. Can you explain to us, at all, what that borrowed money is. Is it money borrowed from bankers or money lenders?—I cannot say. I have no experience. As a banker I know something about what goes on behind the scenes.

4853. I did not know you were a banker?—I know in this way; there is no secret. I am a director of a bank. I know that in the summer the crops are all in the ground, at heavy expenditure often, and if a man has a large crop it amounts to a lot of money, and if he is a little short for his rent he goes and overdraws with the bank naturally against the security of his crops being harvested after a time. That is a very common thing; but that is not what I call borrowing money.

Mr. *Brynmor Jones.*

4854. You have clearly answered from your standpoint the allegations which were made by Mr. Evans as to your conduct, but I want to see how far you and Mr. Evans agree about the facts. Is it the fact that, so far as you are aware, that when in 1880, I think the year was, he agreed in return for the lease —— ?—No, that is not the date. In 1888 he became the tenant.

Mr. *Brynmor Jones*—continued.

4855. I am going back. A lease of Tynewydd was put in, purporting to be granted by the Lord Bishop and rector?—That is so.

4856. Mr. Evans told us, and I think the terms of the lease were in agreement with that that he expressly covenanted to expend 300*l.* upon the buildings on the farm?—I believe he did. I do not remember the amount, but I believe he did covenant to do something.

4857. Then, so far as you are aware, he may have expended, as he says he did, 300*l.* on the buildings in Tynewydd?—I did not know, but I do not question it. There were certainly alterations made to the farm buildings of the glebe land.

4858. He told us, I think, he spent 300*l.*?—I have no notion of the amount, but there were certainly additions, rather alterations. I do not know whether they were alterations exactly, but the buildings were in very poor condition indeed.

4859. We are agreed about this; that you paid 300*l.* to him for the surrender of that lease?—Yes.

4860. Thereupon he became tenant from year to year of Penhefyd Farm?—Yes.

4861. He has now received notice to quit?—Yes.

4862. I am right in saying that the net result is, that he has given up the 20 years' lease on which he expended the 300*l.*, received 300*l.* from you, and has practically lost all his interest for what is to him no value?—I do not understand your question quite.

4863. What was the consideration for this transaction?—The payment of money. I bought his improvements and he gave up his farm. He was paying 2*l.* an acre for that land, and he has a farm at a much cheaper rate, and he did not pay the ingoing. I paid him for the lease, whatever it was, everything included in the lease.

4864. What he suggests, as a result of the interviews, was, that he was to be repaid the 300*l.* he had spent upon Tynewydd buildings?—That is not so. There is no condition as to whether it was buildings or improvements on land, or anything else. It was a lump sum for a lump sum. The whole of his interest in the farm.

4865. Was the surrender endorsed on the lease?—Yes.

4866. Why has he received notice to quit?—Purely because of his character, his abusive character, and his repudiating all engagements; on these grounds entirely. We do not interfere with our tenants; we never interfere with them; we allow them to sell hay and corn, and those things, and bring back manure.

4867. Does it not strike you as rather hard to turn him away from his holding, because of intemperate language?—It is not only intemperate language. He is repudiating his engagements, and repudiating me. He would not pay

Mr. *Brynmor Jones*—continued.

his rent until I put him into the solicitors' hands. I do not want to use hard names about him.

Mr. *Griffiths.*

4868. Are the tenants on Lord Windsor's estate under the Glamorganshire custom?—Yes.

4869. I think you said just now that rent was raised when the new coming tenant came in?—Only in a few cases in which it amounts, I think, to 67*l.* But I am not prepared to go into the Windsor estate affairs to-day. Later on I shall be glad to do so. My recollection is that there are only a few cases, where the farms are adjoining Cardiff and have been turned into dairy farms. Cardiff has doubled itself even in my time. It has now a population of 150,000. I do not hesitate to say if a farm was vacant to-morrow we should get double the rent for it.

4870. Are the leases always explained to the tenants?—There are no leases.

4871. The agreements?—There are no agreements. It is the custom of the country. Our tenants all speak English, I may explain. We have three estates, one at St. Fagans, one at Penarth, and one at Merthyr, Aberdare, and Caerphilly. Those who live in the hills are mostly Welshmen, those round St. Fagans and Cardiff speak English. They all understand English perfectly.

Mr. *Richard Jones.*

4872. Mr. Evans, in his statement, said he could not call to mind one case of reduction on the Windsor estate, is that true?—Certainly not.

4873. You can furnish the Commission with several instances?—Certainly. As I say, I am not prepared to answer general questions. I came here with reference to the specific charges, but later on I shall furnish the Commission with an absolute statement of anything they want, and answer any question, but, as a fact, I believe the amount of the reductions of recent years has been 730*l.* or 735*l.* There has been no reduction this last year or two that I can remember. We have given a per-centage back, 10 per cent., several times.

4874. Did Mr. Evans put in a claim for damage done by rabbits to a crop of swedes?—Yes, the particulars are all in the correspondence.

4875. What is the amount that he claimed?—I would like to speak from my notes. I think it is 39*l.* 18*s.* I sent down a valuer. I declined to have anything to do with a man who repudiated my word. My word is generally accepted in the county of Glamorgan, I am glad to say. I put it in the hands of Mr. Wride, who valued it, it appears, at 12*l.* This was done by the solicitor. He wrote to Mr. F. W. Evans. He said he was quite prepared to let it go to arbitration or settle it when he left the tenancy. On the 10th of April Mr. Reece informs me that he

Mr. *Richard Jones*—continued.

only received an acknowledgment of his letter, that is offering it to be settled by arbitration, and nothing more has been done with it.

4876. According to the report in the "Western Mail," I see he says the agent allowed him 7*l.* for damages amounting to upwards of 50*l.* Was that another case?—That was in some previous years, and I did not settle it myself. It was done by the head clerk in the office at the time, and he expressed himself quite satisfied with the arrangement. The statement is quite exaggerated.

Chairman.

That was 1889?

Mr. *Richard Jones.*

4877. In what year was this latter case?—The claim was last year, 1892.

4878. Did you make any reflection on the memory of Mr. Evans' late father?—Most emphatically no. I only know the old man by seeing him about the place. I never spoke to him to my recollection, and I have no recollection of saying a word to any one about him.

4879. What could have been the meaning of this reference to personal chastisement?—No more than the other statements in that paper.

Mr. *Seebohm.*

4880. You stated that the habit on the estate was to let farms by verbal agreement, a year to year tenancy, under the excellent custom of Glamorgan. Might I ask you what is the chief reason why you adopt the principle of verbal agreements. Is it the ignorance of law on the part of these little tenants, or what is the real reason why there is nothing in writing?—I think I might better answer that by a remark that has been made over and over again at our rent audit dinner, and other gatherings, by a late tenant on the estate who is now dead. He was a man very well known in South Wales, the Rev. D. W. Williams, of Fairfield. He farmed about 33 acres and had a house, and he knew all our tenants. He was an exceptionally shrewd man of business. He used to say over and over again: "Next to being my "own landlord I prefer to be Lord Windsor's "tenant." No one will take a lease from us. They are much better off under the custom of the country, where they get all the repairs done for nothing. I tried to get the leases taken up when I came here. I suggested leases, and no one would look at them. We should be glad if they would take them.

4881. I do not refer to leases but agreements?—Yes, agreements.

4882. It seems to me that we may divide this into two transactions; there is the transaction between Lord Windsor and the rector with

Mr. *Seebohm*—continued.

regard to the enlargement of the park; that is a transaction practically between the two landlords, I do not mean it offensively, over the head of the tenant?—Yes, certainly.

4883. That transaction has to be carried out, and the tenant, as I understand, has to surrender his lease in order to complete the transaction. You paid him 300*l.* for his consideration, and the surrender of the lease was endorsed upon his lease?—We arranged with the tenant before we arranged with the landlord. We should not have done so unless we had arranged with the tenant.

4884. When that was completed and the new arrangement had to be come to as regards the tenant and the new holding, everything was verbal?—Yes.

4885. That being so, in order to get rid of any necessary suggestion of animus, would it not be obvious that a tenant, making the agreement verbally, would, in fact, have only his recollection of the transaction to recall what were really the terms upon which he took the new farm?—The terms are very well known in the neighbourhood. They know how they hold. It has been so long it amounts to a custom, and it is very well known.

4886. When it comes to the little dispute about the eight acres, is it not possible that he, not having a plan himself but simply trusting to his recollection of what he saw on the plan which had many lines upon it, may have even unintentionally on his part taken one line in his mind instead of another?—I do not think so.

4887. You think it was clearly explained to him?—There were no definite lines settled at the time whatever.

4888. I am referring to the line which included, or did not include, the pond?—The line never included the pond.

4889. Is it not possible that amongst the many lines which he saw on the plan he may have gone away with the idea that he was to retain that pond?—I cannot say. I do not think it is possible he could have made a mistake.

4890. Or with regard to the other points?—There were points of fences running from here to there, and these were joined up.

4891. You think there was no reasonable ground for a misunderstanding?—Not in my opinion; and he has more land now, a few perches, than we agreed to give him. It is a good many years ago. I do not recollect, but no doubt I told the clerk to scale it at the time, and he now turns out to have a few perches more than it was agreed to give him.

4892. Still in a point like the access to water, it would be an important thing to him, if he was a wide awake man, to know whether he had that pond or not?—I say emphatically that

Mr. *Seebohm*—continued.

the pond was never intended, the line is not near the pond, it is a good distance back.

4893. Following out the case, the arrangement as between him and his new landlord being simply verbal, is it not possible to imagine that he misunderstood the fact, and a very good fact it is, that on Lord Windsor's estate once to take a tenancy from year to year practically means a tenancy not only for his life, but for generations, is it not possible to consider that he supposed that that was practically better than a lease for life?—I have no doubt whatever that any tenant, and he amongst them, thought that they would remain for life on Lord Windsor's estate, but there are conditions of remaining on any place, good behaviour, not threatening to shoot people, amongst other things.

4894. Looking at it from the general view of our inquiry, does it not bring out this point, that in cases of difficulty like this case,—it must be regarded as a case of difficulty where a landlord wishes to increase his park by taking in some of the farms in the neighbourhood——?—There was no park to begin with at all.

4895. The formation of a park taken out of tenancies is, to say the least of it, a delicate transaction?—I explained that one tenant died and the other left. The ground was vacant.

4896. Here is the case of another farm wanted to complete the boundaries of the park?—It would have improved it, certainly, but I did not press upon him to give it up. I may explain definitely we made all arrangements to do without this land.

4897. I am not insinuating in the least that there was any injustice at all, but I am merely trying to bring out the fact that here is a case on Lord Windsor's estate in which a rather delicate transaction, which might very easily have given rise to a feeling of uncomfortableness on the part of the tenants, was carried out without anything more than a verbal agreement, both as regards the length of the tenancy, which I do not think amounts to very much after your explanation, and also the exact boundaries of the new farm which were to be taken?—Well, it would have been against all precedent on the estate to have done anything else. I have no difficulties with any tenants about these matters, that never arises, and I should have been glad if it had been on paper, very glad indeed.

Mr. *Grove.*

4898. Mr. Evans stated, I see by my notes, that he had spent 1,000*l.* in the last six years, or thereabouts, in improvement Would that be correct?—I do not think so.

4899. You think not?—I think not.

4900. Then, in taking off this land for the park, did you take any spring. Was there not

Mr. *Grove*—continued.

a spring included in that, and in the place of the spring or well which you took away, you promised that a pool should be constructed, and he should have access to that?—I have not taken away, to the best of my knowledge, any water there was before. There was a pool at the lower end of the land, which I simply intended to pitch. It has not been done, but I have not altered the water, so far as I know. If the spring has been done it is unknown to me, and it has never been represented to me that he wanted water there. If it had it would have been done of course. I intended to do it for the general appearance of the neighbourhood round the park.

4901. Would it have been any benefit to him?—It would have been on the same spot as the hole is now.

4902. Do you consider the water accommodation on his farm of a fair average?—I think so.

4903. You spoke of reductions of rent, 735*l.*?—I speak without data at the present moment.

4904. Do you mean that as permanent reductions or abatement?—Permanent reductions.

4905. Quite distinct from ordinary abatement?—Entirely.

4906. When you make an abatement, do you give any previous notice to the tenant that you intend to make such an abatement?—We generally give it to them as a present without any notice whatever. Our rents are all exceedingly low in the county. It is purely sympathy felt by Lord Windsor for his tenants in bad times.

4907. You said you had to put it into the hands of the solicitors?—Yes, there is the correspondence.

4908. Was that in consequence of the dispute?—No; he then raised his disputes. I had been asking for the rent and could not get it. I do not collect the rents myself. My deputies do it and sign the letters. At any rate, my recollection of it is this, that always of late he had been grumbling when rent day became due, and on one or two occasions the rent has been paid by the auctioneers. I see Gottwaltz and Bowring paid the rent for him. I understand he has a bill of sale on his property at the present time. At any rate Mr. Reece told me he had quite recently, and he used to say he would not pay, and when he met my clerks on the road he would say, "I shall not do this, that, and the other," and when he repudiated me, I simply handed him over to the solicitors, it was on that ground entirely.

4909. So it was part of his general way of dealing with the rent, which meant delay?—Yes. Then this letter came from him on the 15th of July, when the rent ought to have been paid, of course, I cannot give the exact figures of that, but that is the general effect of it.

4910. There was no special dispute at the time?—I never heard of a dispute until this letter in July.

Mr. *Grove*—continued.

4911. One question about Lord Windsor's letter. It was stated that the tenants were afraid to hold a political meeting, and Lord Windsor answers that by saying that at the time of the general election the use of the schoolroom was granted for Mr. Arthur Williams. I think you will see that there is a great distinction between granting it at the time of a general election and granting it at an ordinary time. My question is this: if the tenant farmers wanted to hold a political meeting at St. Fagans, would the use of the schoolroom be granted to them?—Most certainly; it has never been asked for and it has never been refused, and I should not think of refusing it.

4912. Has it been asked for?—Never.

4913. Possibly it has not been asked for because they know it would be refused?—No, no one thinks that. I may mention this with regard to my Nonconformist friends, they have a chapel, and they have absolute freedom. They asked for a little addition to their land to build a little vestry a short time ago, and I gave it to them at once. I mentioned it to his lordship, and he said certainly, and I do not think they have paid a shilling to this day for it. We have had building on the estate at Penarth, and we give ground to any sect or body whatever.

Professor *Rhŷs*.

4914. I wish to bring you back to the water: the pond spoken of is called Pwll Arthur?—Yes.

4915. Is that not inside the land enclosed with the park?—Yes.

4916. Would that be accessible to the tenant?—No, and never was intended to be.

4917. As a matter of fact did he ever make use of it?—He used it when he had the whole of the glebe land. It was in the centre of the glebe land.

4918. Now it is not accessible to him?—No.

4919. What he represented to us, I think, was that another pool was to be dug for him in a corner of the land that you were going to give him instead?—There is water there, I understand. I do not know whether it is there all the year round, and that is the little pool I refer to. To make it more tidy I intended to pitch it. The estate men do not carry out your orders sometimes, and it has never been done, but it would have been in the same place as the pool is now.

4920. It would have been the overflow of the other pool?—No, I believe it is a spring, not the overflow of the other one.

4921. It is a distinct pool from the other one?—Yes, I intended to make it a little pitched pond. It does not interfere with the existing water that I know of. If it had been represented to me that it was necessary it would have been done. Of course I have sub-agents on the estate to carry out the work.

Professor *Rhŷs*—continued.

4922. With regard to your tenants, you mentioned three estates. Are the hill tenants under the custom of Glamorgan?—Yes.

4923. About how many tenant farmers have you on the St. Fagans estate?—About 25.

4924. Do you know whether you have many Nonconformists amongst those tenants?—I believe so.

4925. Can you give any idea what proportion?—I should think the majority. I am churchwarden. I do not see them come to church. I cannot give a better answer. I do not know where they go.

Sir *John Llewelyn.*

4926. One question with regard to this pond, because it was one of the great complaints by Mr. Thomas Evans; it seemed to rankle in his mind a great deal about the line the fence took. He produced a plan of his own, which was apparently not a tracing from the parish map, which showed that according to his contention it did not follow the line originally agreed upon?—I deny that.

4927. That line, under any circumstances, did take in the pond?—It was always intended to.

4928. What was the date of that arrangement. When did you put up the fence. In what year?—It was done continuously with the drawing of the fences in the park.

4929. About 1888?—About 1888, I should think, or 1887.

4930. Was any protest then raised as to this line?—I never heard any.

4931. When did you hear the protest?—When he put in this statement.

4932. Is that the first you heard of it?—I believe so. I may have heard it from some of the clerks.

4933. The protest was not made at the time of putting up the fence?—It was never made to me at any rate.

4934. Going on with the question of the valuation, he told us that the valuation for mischief done by game was done by the professional valuers; for two acres wholly destroyed they put down 18*l.* 18*s.*, and for six acres partially destroyed 21*l.* That is what he stated. I understand in the paper you put in you say you had a professional valuation also made?—I believe this claim was sent to Lord Windsor. I do not think it was sent to me. I have a great deal to do. I do not pledge myself to remember.

4935. You told us there had been such a thing?—Yes, I was saying I do not know whether it was sent to me or to Lord Windsor.

4936. That corresponds with the evidence I have on my notes?—It was sent to Mr. Reece who had been negotiating the matter, as he repudiated me entirely.

Sir *J. Llewelyn*—continued.

4937. Upon your valuation some compensation was made?—Oh, no, it is not settled.

4938. He told us he had received some compensation?—That was in former years, 7*l.* There was no valuation. Mr. Roper and he met and settled the matter themselves.

4939. He said that was 1889?—I daresay it may have been then.

4940. That is not in reference to this claim?—No, we offered to settle the latter claim right away if he wished to.

4941. Did I follow your story correctly, that the professional valuer you employed reported that some of this mischief which had been done had been done by sheep?—It was so, and the keeper told me so. There were some mountain sheep adjoining, and they got over the fence and nibbled it. I do not think there was practically any damage from rabbits, because there was a wire fence round. The sheep did get in. The keeper said, that the sheep got in. I said, "Why did not you turn them out. Why did "you allow them to remain in all night?"

4942. Now another statement. He gave an instance of a Nonconformist tenant having been turned out of his house last week?—I cannot make out what he is referring to. I have not been there for more than a week myself.

4943. He said that that man had been there for 50 years?—Will anyone give me the name?

4944. No name has been supplied to you, and you do not know the instance to which he refers?—No, I cannot recall it. No man has ever been turned out because of his political opinions. I would not do such a thing. I do not think Lord Windsor would thank me for it, and I do not think I should be long at St. Fagans if I did.

Chairman.

4945. There is one question going a little bit further than Sir John's questions about the 39*l.* 18*s.* claim, for damage done by rabbits, sent in on the 18th of January 1893. The valuation was by Mr. John Lewis, of Brigam Farm, near Cowbridge, licensed valuer, and Mr. E. D. Lewis, of St. Mary Hill Court, farmer. The witness went on to say, "This was sent in to Lord "Windsor, and 3½ months have elapsed since "Lord Windsor was furnished with particulars, "and not one penny of compensation has been "paid to me." I think you have told us that that was not sent in to you, but was sent into his lordship direct?—Yes.

4946. Would that come in under the Glamorganshire custom. Would that be settled when you settled up. Does game come in?—

Chairman—continued.

No. It ought to have been settled up, and we offered to settle it, but there was no reply from the other side. I referred to that in my statement.

4947. Let us know what happened after the claim was sent in to his lordship?—It was in or about November 1892.

4948. No?—It might not have come until then.

4949. January 18th, 1893, was the date of the valuation?—Yes, but the claim was made before, I believe. There was a letter in the correspondence showing that a claim had been made.

4950. But I believe the actual figures were sent in?—Yes, but there was a claim made before, and I think the letter from Mr. F. W. Evans says. "If you wish a valuer's opinion upon it, I will have it done."

4951. Then the valuer's claim was sent in on January 18th, 1893, and it is now May 25th, 1893, and then he says: "although 3½ months "have elapsed since Lord Windsor was furnished "with particulars, not one penny of compensa- "tion has been paid to me"?—Here is a letter of December 23rd, 1892, from Mr. Fred W. Evans to Mr. E. Bernard Reece: "I have called upon "you, by Mr. Evans' request, to know if any "decision was come to as to the valuation of "damage done his crops by ground game. He "met Mr. Wride on the farm about five weeks "since. I was commissioned to say that if you "desire Mr. Evans to make a specific claim he "would call in Mr. Lewis, of Brigam, and Mr. "Lewis, of St. Mary Hill Court, tenants respec- "tively of Lords Wimborne and Dunraven. I "think Mr. Evans would gratefully accept any "reasonable sum, though, having seen the "damage, I think it considerable. I believe it "is Mr. Forrest's desire that this matter should "be settled through *you*, otherwise I would "advise Mr. Evans to see Mr. Forrest about it "in the usual course." Mr. Fred W. Evans had some interviews with Mr. Reece. There is another letter, dated the 8th February 1893, from Mr. Fred W. Evans to Mr. E. B. Reece: "Not having heard further from you in respect "to compensation for damage done his field of "swedes by trespass of rabbits preserved by "Lord Windsor, Mr. Evans requests me to "enclose you his claim for 39*l.* 18*s.* in respect "thereto. He wishes me to tell you that this is "only the damage done on one field, and one "year's crop; further, that the sum does not "represent his full loss, inasmuch as the valuers "restrict their calculation to 10*l.* the full acre," I do not know what that means, "whilst on "another field, unmolested by the vermin, the "yield has exceeded 26 tons an acre, and "realised 20*l.*, nearly." If I read this correspondence it will explain the matter. The next letter is February the 8th, from Mr. Thomas Evans, "per F. E.," to Lord Windsor:

Chairman—continued.

"My Lord, I respectfully claim the sum of "39*l.* 18*s.* compensation for damage done, by "your preserved rabbits, on the Garn field, "comprising 8a. 3r. 23p., set with swedes. A "valuation made by Mr. John Lewis, Brigam "Farm, Cowbridge (licensed valuer), and Mr. "E. D. Lewis, St. Mary Hill's Court, both "men of high repute, on January 18th last, "based upon a maximum value of 10*l.* per acre, "fixes the loss I have sustained at the amount "claimed." Then there is another letter from Mr. Bernard Reece to Mr. F. W. Evans, of the 9th February 1893: "I am in receipt of your "letter of yesterday's date, enclosing a claim for "39*l.* 18*s.* against Lord Windsor for alleged "damage to crops by game, which shall receive "my attention." Then on February the 10th, R. Forrest to F. W. Evans: "In reply to yours "of the 8th, I really have nothing to add to my "former letter." Then E. Bernard Reece to F. W. Evans, 6th March 1893, "*re* Thomas "Evans, Penhefyd. With respect to Mr. Evans' "claim for 39*l.* 18*s.* for damage done to his field "of swedes, will you be kind enough to let me "know if the swedes are still in the field, for "if so, I would suggest that Mr. Evans' valuer "and Mr. Wride should meet and go over the "field together. Mr. Wride inspected the field "on the 24th of November last, and Mr. "Evans' valuer inspected on the 18th January. "Probably the further damage may have been "caused between these two dates, and that the "damage was done by sheep which got into the "field over the hedge from some adjoining land, "and Mr. Forrest is quite willing to make "reasonable compensation for it, as the hedge "in question was in hand. Please let me hear "from you." Then the 10th April 1893, F. W. Evans to E. Bernard Reece: "Your letter "in *re* Thomas Evans, Penhefyd's claim, reached "here after I had left home on what proved to "be an unexpectedly prolonged journey. Doubt- "less, however, Mr. Evans has seen you ere this."

4952. This claim is still under arbitration at the present time?—It is still unsettled. We offered to settle it, and they did not accept the offer.

4953. And that does not come under the Glamorganshire custom. Does game come under the custom?—I have never had any difficulty with game before, and I really cannot say.

4954. You could not give an answer to that?—I could not give an answer; at any rate, it is better than the custom. We are perfectly willing to refer anything of that matter to any arbitrator.

Mr. *Grove.*

4955. Is there still another claim for damage by game pending beyond the one you are alluding to?—I know nothing of it. There is a suggestion in one of these letters, but I do not know anything of it.

Mr. *Grove*—continued.

4956. My note is this: "and a further claim of 85*l.* is still pending"?—I never heard anything of it.

The witness withdrew.

Chairman.

As there is a gentleman in the room representing Mr. Thomas Evans, is there any question that he wishes to put?

Mr. *F. W. Evans:* I would rather that Mr. Thomas Evans should himself see the evidence given by Mr. Forrest, and tender any reply he desires to your lordship.

Chairman.

You have no questions that you wish to put in?

Mr. *F. W. Evans:* None I am authorised to put.

Chairman.

And no names that you have been furnished with by Mr. Thomas Evans giving the particulars of those incidents he mentioned?

Mr. *F. W. Evans:* I have written to him, but he has not supplied them to me yet. They will come in due course.

Chairman.

There are no instances that you wish to put to Mr. Forrest in writing?

Mr. *F. W. Evans:* No.

Mr. John Cadogan Brace called and examined.

Chairman.

4957. What is your occupation?—I am clerk to Mr. Forrest on the Windsor estate.

4958. How long have you been in the estate office?—About five years.

4959. You heard what Mr. Forrest said that he had been told that Mr. Evans had openly said that he intended to shoot him, or words to that effect?—Yes, I did.

4960. Are you able to corroborate that statement?—Yes, I have heard Mr. Evans say so.

4961. When?—During the time he was in, perhaps, a semi-intoxicated condition; never otherwise.

4962. Where? — Between Cardiff and St. Fagans in a railway carriage, between the St. Fagans Station and the "Plymouth Arms" at St. Fagans, that is on the way into the village, and in the "Plymouth Arms" itself.

4963. On three distinct occasions you have heard Mr. Evans make this statement?—I believe more, but I could not tell you the dates.

4964. Have you any approximate dates. When was it. Was it three years ago or two years ago?—I do not think he has made the remark, not in my hearing, further back than the last six or eight months.

4965. Within the last two months?—Yes.

Mr. *Grove.*

4966. Were there any special disputes on at that time?—I think not.

4967. That was before he had notice to leave?—Yes.

Mr. *Richard Jones.*

4968. What gave rise to this conversation?—I do not know. I believe it is an habitual thing when Mr. Evans gets into the state I describe that he uses abusive language with regard to Lord Windsor, Mr. Forrest, and the rector. He says Mr. Forrest has robbed the estate of a very large sum of money.

4969. Has he said it in your hearing?—Yes.

Mr. *Brynmor Jones.*

4970. Did you, on hearing this threat, go and lay any information before any justice?—No, I did not, because I did not think it was worth while with a man in that condition.

4971. You did not think it was serious?—Not the seriousness of it, but I thought that it was a vindictive way of speaking when a man was annoyed.

4972. Did you think Mr. Forrest was in any danger?—Well, it is very hard to say, I think, whether a man who makes those sort of threats would carry them out.

4973. You did not think it worth while to go and protect Mr. Forrest?—No, I did not.

Lord *Kenyon.*

4974. You informed Mr. Forrest recently; you did not inform him at the time?—No, I did not think it worth while.

The witness withdrew.

Mr. Edward Knox called and examined.

Chairman.

4975. I believe you are the chief agent on the Margam estate?—I am.

4976. How long have you been there?—Three years next Wednesday.

4977. Have you had practical experience in agencies?—I was articled to a very large land agent in England for 3¼ years, and then I was given a sub-agency on Lord Wimborne's property in Glamorganshire and Breconshire. Then I had the offer of an agency in Yorkshire, where I was six years and a little over, and I have been three years down here. That is my experience.

4978. Who were you under in England?—I was agent for Mr. Wyndham.

4979. Where were you articled?—I was articled to Mr. Paterson, Lord Wimborne's agent at Canford, in Dorsetshire.

4980. You consider you have a practical knowledge of agriculture?—Yes, but I only intend to give evidence to-day on a particular instance. Mr. Vincent said I should attend and refute certain statements by Mr. Williams, of Cardiff, which were not reported in the paper, in reference to the Margam estate.

4981. You do not give any landlord's evidence, as it is called, at present?—No, my Lord. See 1547, 26,862.

4982. What you wish to speak to is the evidence of Mr. John Williams, contractor and corn dealer, and a retired tenant farmer, of 1, Glossop Terrace, Cardiff, who gave evidence at Pontypridd?—Yes.

4983. What do you wish to say on his evidence?—I was told by Mr. Vincent that he said that the tenants on the Margam estate suffered very much from the game. Of course, I do not know what truth there is in what Mr. Williams stated, because his evidence is not very fully reported, but I should only like to say that during the three years I have been agent, I have only had two complaints about the game on the Margam estate; one complaint was very nearly three years ago, and I valued the damage done with the tenant, and he was paid about 20*l*. I think that was the amount we agreed to give. The other case was two years ago, and the amount of damage came to about 30*l*. During the whole of last year I had no complaint whatever, with the exception of one man, who wrote complaining before. He said we were trapping the rabbits, and he said he would like to have the rabbits on his farm. I may say that when Miss Talbot came into the property she determined that it would be better to kill all the rabbits down; consequently, the keepers have had orders ever since to shoot and trap every rabbit on the estate, because it was impossible to keep the banks up, and the fences all consist of banks. There are a lot of rabbits, and it is Miss Talbot's wish that there should not be a single rabbit on the place.

4984. Do the keepers carry out Miss Talbot's wishes?—Certainly, my Lord, if they did not they would not be there.

Chairman—continued.

4985. I will read you one of the cases mentioned in the paper. He said: "I "will give you an instance. There is Mr. "Powell; I have not had authority to give you "this information, but I will say it for the "sake of the present farmers. There is so much "game there, that if you put a piece of mangold "you were obliged to put wire all over it, and "you could not see a mangold on the field but "what had been partly eaten up by the hares, "and yet the farmer would not touch them on "any account, because he knows that he would "insult his landlord. That was in Mr. Talbot's "time. Now Miss Talbot is managing it, and "then Mr. Knox came." Then he goes on to say something about the corner of a field. Do you know anything of the case of Mr. Powell?—I should like to hand in a letter received from Mr. Powell.

"Gilestone Manor, Cowbridge,
26th May 1893.

Dear Mr. Knox,

I am surprised and annoyed to find that it was stated, before the Land Commission, that I left Eglwysnunydd owing to the game. Such a statement was not correct.

Yours faithfully,
W. S. Powell."

4986. You say Miss Talbot has given orders that the rabbits should be killed?—Yes.

4987. And from your own information and knowledge you are of opinion that that order is carried out?—I know it is, anyhow, I propose to give evidence when you come down to Glamorgan again. I was going to give evidence in London, but I was told it would be better to give evidence where the tenants could hear more easily than in London, so that I propose to give evidence when you come down again, if that would suit the Commissioners.

4988. We have had no evidence at all from the landlords of any sort or description; it has been all tenant farmers' evidence the whole of the way through?—I only got the syllabus about 10 days before last Tuesday. There are a great many questions in the syllabus that require a great deal of research about the court leets and copyholds, and you can imagine on an estate like this there is a good deal of business to be done as well, so that I could not devote the whole of the 10 days to this work. I have prepared many notes, and it is out of no disrespect to the Commission that I have not tendered myself before, because Miss Talbot was most anxious that I should give my evidence at the earliest possible moment. Those were her instructions to me.

4989. There is nothing more you wish to say?—Nothing more.

4990. Can you answer any question about the Gower estate?—I have nothing to do with the Gower estate.

Chairman—continued.

4991. Then you are not able to answer this question: "Did the Gower agent on your estate, "shortly after the late Mr. Talbot's death, issue "to the tenants a circular with regard to rabbit "shooting?"—I have nothing to do with the Gower estate.

4992 Of course you cannot produce a copy of that?—No.

4993. You can give no answer as to its effects, or why it was withdrawn?—No, I cannot.

Mr. *Brynmor Jones.*

4994. Do you mean to say that you did not receive a circular or see it in the public press?—I read the circular in "Truth." That is the only thing I had whatever to do with it. It was in the month of May, and I was not appointed until the first of June. I had nothing to do with Miss Talbot until the first of June. I think it was in May, I will not be certain, but the only thing I knew about it was that it appeared in "Truth," and I was agent for an estate in Yorkshire for two or three months at the same time as I was agent for the Margam estate, so that of course I took very little interest in, and I was not concerned with what went on in Gower.

4995. You had nothing to do with the withdrawal of the circular?—Nothing whatever; it was not issued by me.

Chairman.

I am informed that there are two agents for the Gower estate, and one of those agents is in the room at the present time, the gentleman who gave evidence yesterday at Gower, and he says the circular was issued

Chairman—continued.

before his acceptance of office and therefore he can give no information about it.

Mr. *Grove.*

4996-7. In the shorthand notes which have been read to you, it speaks about the damage by hares. You say rabbits are being destroyed; does the same thing apply to hares?—I would say, with regard to hares, that if the tenant wants any netting it is supplied to him at once, and posts also, to put up, so as to protect his crops if they are in any danger whatever. But they evidently cannot be in much danger, because, as I say, I have no claim and no letters whatever complaining about the game damage.

4998. Are tenants in any way afraid, do you suppose, to make those claims?—I do not think so. We are on very good terms with our tenants.

4999. Mr. Powell has written a letter to say that he did not leave because of the game question. Will you tell us why he left the farm?—I should not like to say why he left the farm, because I believe it was entirely a personal matter. He is a gentleman of some property at Cardiff, and he has also some minerals in the Avon Valley. He has not authorised me to say so, but I believe there was something to do with the unhealthiness of the house. He is a man of some means.

Mr. *Seebohm.*

5000. With regard to the hares, you have not in any way attempted to contract yourself out of the Ground Game Act?—Not in any way whatver.

5001. Have they full power to shoot?—Full power.

Re-examined, 24,744, 25,946, &c.

The witness withdrew.

Mr. Lewis Bishop called and examined.

Chairman.

5002. Are you agent to Lord Dynevor?—I am.

5003. How long have you been his Lordship's agent?—Since 1881. I succeeded my father.

5004. You have had a practical education as an agent?—I assisted my father since the year 1860.

5005. You are quite qualified to speak as a practical man?—My own opinion, if I may be allowed to be my own trumpeter, is that I am.

5006. You want to speak about the statement of David Harries, who said, "Landlords were so "powerful in the neighbourhood that they were "often able to act in defiance of the laws. A "certain road constructed by public subscriptions "was, about a month ago, arbitrarily closed by "Lord Dynevor, and the freeholders were afraid "to go to him in the matter. The road had

Chairman—continued.

"been made long before Lord Dynevor was "born." Have you anything to tell the Commissioners on that?—That road has never been closed to this day. It is open at this present moment, and the road which is referred to leads to the Cwmamman church, and up to that point any persons going for church purposes have a perfect right to go, but beyond that it goes over Lord Dynevor's private property, and the private way leads to a farm owned by one Beavan, of Twynboli, the father-in-law of David Harries, who gave that evidence. It was by permission that Mr. Beavan obtained that right, and, as I am instructed, by permission he has always used it. There is no desire on his lordship's part to curtail Mr. Beavan or any of his family from the use of that road, but his lordship has a strong objection to Mr. Beavan

Chairman—continued.

cutting up his farm into small plots and letting everybody he chooses to build on a few perches of land use this road for other purposes than what was originally intended.

5007. This is a freehold farm?—It is.

5008. And the only access to it is up this road, which you say is an accommodation road?—Quite so, as used now.

5009. Is there no other way to this farm?—There was another way, but it was very awkward to cross the brook to it, and this way was permitted in lieu. The land over which this right of way goes has been held by the vicar of Cwmamman for the time being for generations. We have no direct evidence for or against, and perhaps I have no right to give my own opinion; if I am asked for it, I am prepared to give it.

5010. Do I understand you to say that this bad road over the brook was a public road?—No, it was private.

5011. The only road by which he could get to his farm was by this bad road over the brook?—Yes.

5012. Could anyone use it?—It only led to Mr. Beavan's farm.

5013. Through whose property did this go?—Through Hendrefawr Farm, belonging to Mr. Harries.

5014. That road was given up. I understand that he had another way to his farm?—We do not know anything about giving up; he ceased to use it.

5015. And another road was given which goes over Lord Dynevor's land?—He ceased to use the old road, and we allowed him, we say, to go over this new road; it was a neighbourly act, we say.

5016. That being so, the owner of this farm, to improve his estate, sold some small portions of it for building plots?—I understand so.

5017. You have stated that there has been an application; at any rate he wishes to do so?—I believe so.

5018. But he is prevented from doing so by that road being closed by Lord Dynevor, who says, "You can go to your farm by that road, but you "have no right to make a public thoroughfare "of it, to be used by persons who buy small plots "of land from you"?—That is so.

5019. Then he entirely cuts off the value of this gentleman's property?—That is not our fault, I am afraid.

5020. I do not say it is anyone's fault. Practically speaking this gentleman can only get to his farm by a balloon?—No, I do not know that he has forfeited the old way. We have nothing to do with the old road.

5021. The old road still remains?—Yes.

5022. I think you told me that was an accommodation road?—No, I did not say that.

5023. I misunderstood you. There is a right of way that way?—I have always understood that that was the proper road, from Hendrefawr.

5024. Have you ever heard of any objection to that road being used by the public?—Not by Mr. Beavan.

5025. That is a public road?—No, not a public road It would be solely used by Mr. Beavan,

Chairman—continued.

of Twynboli—this small freeholder—it only leads to this farm from the highway.

5026. He is cutting up his estate now?—Yes.

5027. And yet no one except himself can get there. Is that what you mean?—Through the new right of way.

5028. Through the old road?—No, I think there is another way. He could use it for any purpose.

5029. Then there is a road to that freehold plot of land?—Yes, the old way.

5030. Over the brook?—The old way.

5031. The old way anyone can use?—Yes; we know nothing about that.

5032. That is a public road, to your knowledge, is it?—I think it has been so used, but I do not know if you will find a defined road now.

5033. He has lost his right of way over the public way by the lapse of time. Is that so?—I really do not know whether that is so, my Lord.

5034. It comes to this, that the only way he can get to his land is over your road?—I do not say that at all.

5035. You have no map or plan of the estate you could put in to show the position of this freeholder?—Yes, I have. I am sorry I did not bring it down. I was up at Llandrindrod, and came away without my papers.

5036. I take it that you, as Lord Dynevor's agent, and the tenant agree to this fact, that although the road is not closed to the tenant, it is closed to any person except the tenant?—Yes, to other than agricultural purposes.

5037. Lord Dynevor does not allow this road to be used for any but agricultural purposes, and it is not to be used by any person except the freeholder who owns that small part?—Yes, and his family. Of course, if he has a legal right he can get it, but we say no. I may say, my Lord, that Lord Dynevor would be one of the last persons to do anything against a neighbour if he thought that the neighbour really had a right.

5038. He thinks he has no right to get to his farm. Therefore, he says, "You shall not get there"?—Yes, for building purposes Mr. Beavan is employing Mr. Strick, solicitor of this town, and he and I are in correspondence about the matter at this moment.

5039. So far you and the tenant agree that Lord Dynevor has enclosed the road?—Not closed it.

5040. To everyone but the freeholder of that farm; and that road is to be used by the freeholder for agricultural purposes?—Yes.

Sir *John Llewelyn.*

5041. Do I understand you that this matter is now *sub judice*?—Yes, I have Mr. Strick's letters, and my own and Mr. Beavan's, if the Commissioners would like to see them.

5042. I would much rather not?—You can if you wish to.

Mr. *Grove.*

5043. You speak of the two roads, the old and the new road?—Yes.

5044. How long has this new road been used?—I could not give you the date, really, but I had something to do with it some years ago; I should put it down somewhere about the year 1854, roughly; but do not take it from me exactly.

5045. You mean the new road we speak of has been used for 40 years practically?—Yes, I should think so.

5046. Has there been any acknowledgment paid?—None.

5047. And no agreement entered into when the road was used?—None that I know of. In fact, it was done without our knowledge. We knew nothing of it until comparatively lately.

5048. If this new road were not used the persons who buy plots of freehold on this farm would be greatly inconvenienced by having to go round the old road?—Yes, they would, unless they made a better way over the brook.

5049. You say they have used it for 40 years?—Mr. Beavan has, so far as I am advised. I do not like to bind myself.

Mr. *Seebohm.*

5050. Is it contended that there is a right of way to the church, and there always has been a right of way to the church?—Not in the same way that it is now. It was when the bridge was built and there was a new road made up to the church, and there the road which we call the public road ceases; and from that terminus to Mr. Beavan's farm, which lies here, it goes through a piece of unenclosed field of Lord Dynevor's, and an unenclosed piece of ground, and it is that way which is in dispute. You go by a very narrow corner of Lord Dynevor's own buildings, within a foot of it.

Mr. *Griffiths.*

5051. Has this road been occasionally closed once a year or so?—Not that I know of. We would keep it open for Mr. Beavan again as long as ever he likes. He is a very good neighbour.

Mr. *Brynmor Jones.*

5052. You said you were a practical agent, but you are a solicitor as well?—Oh, dear, yes; I hope there is no objection to that, is there?

5053. When you told Lord Carrington that you had practical experience, it might, possibly, have been a little misleading; I do not mean you did it intentionally for a moment?—That is a matter of opinion, what "practical" is.

5054. You have not followed some of the Cowbridge evidence evidently?—No, but I have followed the plough since I was 10 years old, in the way that I have been in the field, and seen as much of it as most people.

5055. I understand you to say that this matter is actually forming the subject matter of a correspondence between you and a solicitor at Swansea?—Quite so.

5056. I do not think it right to ask any details which might prejudice your client, so that I am not going to do that, but I think Mr. Harries made one statement that you have not adverted to, and as to which I might well ask a question. He said a gate had been put up across the road. Is that so?—Not to my knowledge.

5057. My recollection is that he referred to the placing of a gate on this road where there had been no gate previously?—If so, the only explanation I can give is this, that some little time ago the vicar of Cwmamman, who is his lordship's tenant, asked for a couple of gates and we supplied them, as we do to most of the tenants, and whether he put one on the corner or not I do not know.

5058. The road comes from an admitted highway?—From an admitted highway to the church.

5059. Was the road made up from the admitted highway past the church and up to Mr. Beavan's holding by public subscription?—No, only to the church. There is no road from the church at all, merely a cart track.

5060. The dispute is about the cart track?—Yes, it does not concern us how often he goes to the church.

5061. The point, I understand you to say, is that a gate had been placed at a certain point?—Not with Lord Dynevor's consent, anyhow, nor with his knowledge or mine.

Chairman.

5062. I have nothing else to ask you unless you wish to say anything else?—I am prepared to answer any questions.

5063. There is nothing more you wish to state yourself?—Not with respect to this matter. With regard to the estate, you may, if you think proper, ask me any questions. You said landlords had not tendered any evidence. I am here to answer any question the Commissioners might think proper to put to me, without notes, of course.

Re-examined, 38,370.

The witness withdrew.

Mr. Thomas Penrice called and examined.

Chairman.

5064. I believe you live at Kilvrough?—Yes.

5065. On what particular evidence do you wish to explain anything?—On the statement made by Philip Tanner yesterday. I have only seen the report of it in to-day's newspaper, but I suppose it is correct.

5066. Which paper do you take?—"The Western Mail." "A farm labourer's alleged hard-

Chairman—continued.

" ships. Philip Tanner, farm labourer, Llangennith,
" gave evidence of the hardships which he said he
" had suffered. It appeared witness married the
" widow of a man named Nicholas, who kept an
" inn and occupied 20 acres of land on Mr.
" Penrice's estate. Nicholas willed his property in
" trust for his widow and daughter, and after
" Tanner married the widow the stock and imple-
" ments were sold. Tanner and his wife received
" notice, and were turned out, the land being
" added to a farm occupied by the agent of the
" Kilvrough estate. Tanner said he suffered great
" loss through being evicted. He appealed to Mr.
" Penrice, who simply replied that the land was
" to be taken up. No complaint was made as to
" his way of farming." It is on that statement. What I wish to explain is that I never had anything to do with Mr. Tanner. He never was my tenant at all. The circumstances were these: at the death of Nicholas I tried to ascertain what the position of the widow would be, so as to see whether she would be likely to make a good tenant or not, and I understood that the family were deeply in debt, that there was great doubt whether the poor widow would be able to carry on at all, or whether she was solvent, so, under the circumstances, although I was prepared to lose some of the rent, I did not think it was kind to the widow or good policy on my own part to continue her as a tenant, because she would probably have got deeper and deeper into debt, and I should have had at the end, after losing perhaps two or three years' rent, to do what I might do at the beginning. I therefore at once gave her notice to quit, because I was not satisfied with her position, and I thought that the land, which was not very cheap, would be rather against her than for her benefit. Some time after that, before the expiration of the notice so far as I can remember, the widow, a woman of the age of 50, married a young man of the age of 25. I did not think that that improved the position of affairs at all, because, as the only property left to the widow was the public-house, it struck me that it was very possible that the young man did not marry the widow merely for the sake of a wife, but that he had some view to her property, and that he might be one of the best customers of the house, which would not improve his financial position. That being the case, when he applied to me and wanted me to take him as tenant, I told him he never had been my tenant, and I did not wish for it, and that was the end of it.

5067. He paid his rent up to the time he received notice?—The rent was paid eventually, when the stock and crops were sold.

5068. And then the land was added to the agent's farm?—The land was intermixed very much with the farm held by the agent, and I put it to him. It was rather against his wish, because he said it was too dear. Since then, I have understood that this man Tanner is a steady sober man, and he is a farm labourer, and the widow keeps on the public-house, so that I have nothing to say against one or the other of them.

Chairman—continued.

5069. He is a respectable man?—I believe so, quite, but I had to judge at the time, of course, as to whether the tenant would be a sound tenant as a widow. I have no objection to widows as tenants. Two of the best farms I have in Gower are held by widows, and are very well managed, but then they are women with capital, and with very industrious hard-working sons.

5070. Did you hear Mr. Tanner's statement?—No, I was not there.

5071. I will read it to you. He was called, and he said, " Before the sale was made at the
" time the trustee and the agent were meddling
" about the will"—there was a will?—Yes. Nicholas had made a will.

5072. By which he left the property to be divided between his wife and his daughter. That is what we were told?—Yes.

5073. " They went to the lawyer in Swansea,
" Mr. Smith, of Cambrian Place, and went
" through the will, Mr. Jenkins said to
" Mr. Smith, 'There is not the least doubt
" 'but that the thing must be sold and the
" 'money inves ed.' 'Well,' said Mr. Smith, the
" 'will is not after that fashion.' Then I asked
" Mr. Smith whether it would not be the same
" thing for me to take the things off by valua-
" tion and pay them the money, and let the
" farm go on as it was. 'Yes,' said Mr. Smith,
" 'if you can do that, they cannot refuse.
" Then Mr. Jenkins turned round to Mr.
" Smith and said, 'That will not do, that is
" not the thing,' and besides that he said to me,
" 'You have not the money to do it.' I said.
" 'That is no business of yours, if I have not
" 'the money in my pocket, I can get it if I
" 'can have the land.' I said, 'I can have the
" 'money, and I am either prepared to take the
" 'things at a valuation or give security for
" 'half the stock and crop, or the whole it
" 'required.' Nothing would do, but they must
" have the land up, and when the day of the
" sale came there was half a year's rent due—
" that was the lot—that was 10*l.*—besides the
" chief rent, and that ran somewhere about 13*l.*
" or 14*l.* (*Q.*) Then the money was paid?—
" (*A.*) The money was paid. (*Q.*) Did the
" trustee give notice to quit, or did you receive
" notice to quit?—(*A.*) We received notice.
" (*Q.*) You are positive the trustees did not give
" notice to quit?—(*A.*) We received notice
" from the agent. What the trustees did
" besides I cannot say. (*Q.*) You have no
" knowledge of what the trustees did?—
" (*A.*) No, I was prepared to take the land then,
" and I am prepared to take the land now if I
" have the chance. (Sir *John Llewelyn.*) Was
" that Mr. Robinson Smith that you spoke of?
" —(*A.*) Yes." Is that correct?—I believe that is quite correct. The only question for me was whether the people were in a position to keep the farm and pay for it, and I thought they were not, on account of the debt that there was upon it, the man having originally borrowed money to buy his public-house.

Chairman—continued.

5074. Was the notice given before the half year's rent was paid or afterwards?—That I cannot remember.

Lord *Kenyon.*

5075. In your opinion there was no case of hardship?—I do not think there was. I thought I was rather doing the widow a good turn. I did not want to have to do with a bankrupt tenant against me. I should have had to take harsh proceedings. It is very unpleasant, and I always avoid it if I possibly can.

Mr. *Brynmor Jones.*

5076. The real complaint of Tanner was this, that he having married a woman with this little property, situate where it was, if he did not get these 20 acres he would not be able to farm, whereas he could have gone on, as he thought, farming these 20 acres whilst his wife was carrying on the business of the public-house, and made a fair thing out of life. Then he complains that because you would not let him these 20 acres, and they could not get any land near this public-house except these 20 acres, he has been obliged to become a farm labourer at 10*s.* a week. Was that brought to your knowledge?—No. The way in which I looked at it was that they would be left no stock, or crop, or money to carry on the business, and I was rather afraid that this young man, having "married the public-house," would come to grief.

5077. That I understood to be the burthen of his complaint, that this was the only 20 acres of land which could be conveniently farmed with the public-house?—I daresay it was the nearest land to the public-house.

5078. That did not appear to be brought to your knowledge?—No, I considered it a burthen.

5079. He was called first as a farm labourer, and that came out; he gave the taking away of this land as the reason why he had become a farm labourer?—He was nothing but a farm labourer before. He was never in such good circumstances, probably, as he is now.

Mr. *Griffiths.*

5080. You simply did not approve of the match?—I thought it imprudent on both sides.

5081. Do you not think a young man of 25 or 26, or whatever his age is, would be a comfort to a woman of 50?—I cannot say anything about that.

5082. With regard to earning wages?—No doubt he could do more hard work than a man of 50 or 60. As long as the man is steady, I cannot see but what her chances were improved, but I was afraid it would go the other way, and the probabilities seemed to me to point out so.

Mr. *Griffiths*—continued.

5083. Do not you think you did rather an injustice to this widow in turning her off these premises?—I thought I was doing her a benefit, because I thought she would be sure to lose money by it, and I should have to take proceedings. You know how unpleasant that is as against a widow.

Mr. *Grove.*

5084. When you added this land to the agent's farm, did you increase the rent of that farm proportionately to the addition of this land?—I charged the same rent as before. I do not mean that the rent remained the same as before, but the 20*l.* a year was added to the rent, being the same rent that Nicholas paid.

Professor *Rhŷs.*

5085. You thought that the land so rented to Mr. Nicholas was highly rented at the time?—The fact was that I had offered it to the agent before, because there were some farm buildings connected with it which were getting out of repair, and I was dissatisfied with the way in which Nicholas went on. That was some time before his death, and the agent then refused it, and he said it was too dear.

5086. It appeared from what you said that you had nothing against Tanner at the time?—Nothing whatever, only I thought it was an imprudent match, and I did not think it would turn out well.

5087. I rather agree with you about that sort of match; but since then, Tanner has been in better circumstances on the whole than he was then?—Yes, I think so.

5088. You know of nothing against him?—No.

5089. Would you be disposed to entertain his request to have the holding at any future time?—Since it has been added to the other farm, with which it is very much intermixed, I do not think it would be right to go back again.

5090. Did you deal with the trustees in the matter?—Not at all, so far as I remember.

5091. With regard to the public-house?—The public-house does not belong to me.

5092. We were told, I think, that the rateable value was 6*l.* a year?—I do not know what it is rated at, at all.

5093. It is a small place?—Yes; there is a large public-house adjoining, which is in fact an inn where a great many people come down in the summer, but this is only a little old-fashioned common house.

The witness withdrew.

Mr. HENRY ALFRED CHAPMAN called and examined.

Chairman.

5094. You are the mayor of Swansea?—Yes.

5095. Your worship wishes to make a statement with regard to evidence that you propose to give in the interest of the neighbourhood, in relation to the foreshore?—Yes.

5096. Would you kindly tell the Commissioners what you desire to say?—It is desired to give evidence, which I believe will come within the province of this Commission, which we think is of considerable importance, with regard to the interference with the rights of the public upon our foreshore.

5097. By whom; by any body or individual?—By an individual—affecting, as I believe it does, the rights of the lord of the manor—the lord of the seigniory of Gower.

5098. Who is the person whose encroachments are complained of?—We presume it is the Duke of Beaufort, through his agent.

5099. You wish to give evidence of that in London?—Yes, I understand the Commission will not sit here, or it will be adjourned. I have not understood what arrangements could be made for receiving evidence on the point. As I understand the Commissioners desire to rise before 2 o'clock, I must say the examination upon it will take a much longer time than you will have to spare, if you desire to rise at that time.

5100. If it will be convenient to your worship and the town council, we will propose to take any strictly technical evidence of that sort in London. It is somewhat of a legal and technical nature, which could be very fairly taken in London when convenient?—I should be very glad to suit the convenience of the Commission in this matter. There is another point upon which we desire to give evidence, and that is with regard to the rights upon some common land at Plas-Marl. I think it is right you should know the two particular points. There may be a third. One is in regard to encroachment of the foreshore, and the other with regard to common land. I understand there are several commoners who have rights over there, and I believe tipping is going on, and occasionally enclosures, which are not, as we understand, legally made upon that land.

Sir *John Llewelyn.*

5101. I think you may take it that the technical questions might be discussed in London, but I think it will necessitate our coming back here upon the other questions?—The question of Plas-Marl, I quite believe, would, but with regard to the foreshore, I think that might be decided by calling two or three witnesses at the outside, so far as the claim of the corporation and the burgesses of Swansea are concerned. There was an action which took place in 1848. The law then went against us. We think it may be the province of this Commission to direct legislation, and we sincerely hope that if that law is still existent, it may be altered and improved upon very much.

Chairman.

5102. Mr. Mayor, I take it that this is a matter of considerable public interest, with regard to the foreshore and encroachments and so on?—Yes.

5103. We will advise the Duke of Beaufort, or his representative, that this question is going to be brought forward, and ask him to make it convenient that his agent, or some representative of his, should attend at the same time?—Yes. I should not like it to go forth that we are at all springing any charge upon them, or anything of that sort. In fact I am not quite sure whether any notice has been given to the Duke or to his agents, and that is one reason why we ask to have it at another time, so that we might give them this notice.

Chairman.

We will communicate with the Duke and his agents.

Sir *John Llewelyn.*

5104. Is it your opinion that the question of the rights of the lord of the seigniory as to foreshore might be fairly dealt with in London?—I think so.

5105. And that does not apply to your contention as to manorial rights in the interior?—If the manorial rights in the interior affect Plas-Marl, that would necessitate the evidence of individuals who would be more conveniently examined in the country.

Sir *John Llewelyn.*

That is my opinion too.

The witness withdrew.

Mr. ROBERT DICKSON BURNIE, M.P., called and examined.

Chairman.

5106. You are member of Parliament for Swansea?—Yes. I am glad the mayor has appeared to-day to notify the desire of the corporation to raise this question. I was anxious that the Land Commissioners should not sit in Swansea without their attention being drawn to questions which at any rate interest the public of Swansea very much, such as foreshore rights, the claims to the bed of the river, and in many other ways in which it is thought that our commercial interests

Chairman—continued.

Chairman—continued.

are retarded. Inasmuch as you are good enough to say you will hear evidence in London, I think that is sufficient for us to-day. I was prepared to give general evidence, but I shall be prepared in London to give evidence on all the questions.

Sir *John Llewelyn.*

5107. Are you of opinion that full justice would be done by our taking that question in London, so far as the foreshore is concerned?—Yes, certainly, I think so far as the foreshore is concerned, as it is more technical, but with reference to Plas-Marl that would no doubt lead to the calling of other evidence, and probably could not be so well taken in London. However I shall be glad to co-operate in any way.

Sir *John Llewelyn*—continued.

5108. That affects the Duke of Beaufort as well?—Yes; he is lord of the manor.

Chairman.

I may say that a question has been sent in, "Ought we not to have notice of the nature of the evidence?" We are anxious to oblige, but as we do not know what the evidence is, we cannot give notice of the nature of it. We will give notice of the evidence, and as it is in open court, any gentleman can attend and give his evidence as well. But we cannot pledge ourselves to give notice of the nature of evidence which we have not as yet received. See 6298.

The witness withdrew.

Mr. DAVID WILLIAMS called and examined.

Chairman.

5109. Where do you live?—At Clynyfyd Farm, in the parish of Llandilo talybont.

5110. How far is that from this place?—Eight miles.

5111. In which direction?—A north-westerly direction.

5112. Are you a tenant farmer?—Yes.

5113. Whom do you rent under?—Sir Marteine Lloyd.

5114. What is the extent of your farm?—160 acres.

5115. For which you pay how much?—90*l.* a year.

5116. Now, Mr. Williams, you want to speak as to the rent of tenant farmers?—Yes.

5117. What would you like to say about that?—It is too high.

5118. Do you consider your own rent too high?—Yes, especially the estate I live on.

5119. As a practical man, do you consider the land on your estate is rented higher than on neighbouring estates?—Certainly.

5120. The same class of land is let cheaper?—The land in our district varies a great deal.

5121. Some good and some bad?—Yes.

5122. You think the rent is too high on the whole?—The complaint is generally that it is too high.

5123. Is it let at so much an acre, or at a lump sum?—At a lump sum.

5124. So much for the whole holding?—Yes.

5125. Have you anything to say about the rates?—Yes, we feel generally the rates are too high.

5126. Have you any practical remedy for that?—We consider that the whole income of the district ought to be rated to the local rates, and we farmers generally complain against the sanitary rate about the villages, and we at the same time receive no benefit at all. We are perhaps charged 6*d.* in the pound to the benefit of the local village for the drainage and water supply. The farmers would just as soon be without it.

Chairman—continued.

5127. In what sort of condition are your farm buildings? Are they in a good state of repair?—Not very good; very insufficient.

5128. Is yours a mixed farm, grass and arable?—My land is arable.

5129. All arable?—About 70 acres, and 90 acres woods and heath land.

5130. Do you put sheep on the heath land?—There are sheep runs over it.

5131. You depend principally upon arable produce?—Yes.

5132. Have you anything to say about farm produce?—Yes.

5133. What can you tell us about that?—The farm produce is reduced the last few years from 40 to 50 per cent., and we at the same time are obliged to meet the same calls.

5134. Is this an outlying estate of your landlord's. Does he live there?—No, he lives in Pembrokeshire.

5135. Who is the agent there?—Mr. Davies.

5136. He does not live there?—No, he lives somewhere near Llandilo.

5137. What size is the whole estate belonging to the landlord?—I cannot speak of it, except in our parish; it is 500 or 600 acres.

5138. Not more?—Not belonging to the same landlord.

5139. It is an outlying estate of Sir Marteine Lloyd's, I understand?—Yes.

5140. The landlord has about 500 or 600 acres of land?—Yes, more or less, as near as I can tell, in our parish.

5141. And the farm buildings are not in a very good state of repair?—They are insufficient.

5142. Have you any game on the property?—Not of any value.

5143. There is no trouble with game or rabbits?—No.

5144. Have you had any abatement of rent?—We had 7½ per cent. abatement the last two half years.

5145. Anything permanent?—No.

Chairman—continued.

5146. Is there anything permanent in the district that you know of?—No.

5147. No permanent reduction?—No; some give 5 per cent., some give 10 per cent.

5148. That is an abatement?—Only as an abatement.

Sir *John Llewelyn.*

5149. You do not get proper benefit from the sanitary rates. You are outside the area?—Yes.

5150. Is it in Pontardulais that they get the benefit?—Yes.

5151. Have you spoken to the guardian of the parish?—I have spoken to him, but it is of no avail.

5152. There is a power of creating a special division for rating purposes, and it is a hardship that those who live outside and have no benefit should have to pay the rates. You mean that?—Yes.

5153. You can remedy that if you speak to the guardian of the parish about it. Are the repairs of the farm in good order?—Insufficient.

5154. But in good order so far as they go?—Some are in good order in my case, but wholly insufficient.

5155. You have plenty of water there, no doubt?—Yes.

5156. Do you think that the rent of 90*l.* for 160 acres, of which part is rough, bad land, is too high?—Well, that 90 acres I "swoop" off is not worth 10*l.* on the whole.

5157. You think that the rents in that part of the country are higher than they are elsewhere in the neighbourhood?—Yes, in the case of our estate.

5158. Mr. Davies, Ffrwd Vale, is an experienced agent and an agent for a very large area, is he not?—Yes.

5159. Have they been raised at all in your time?—They have raised 40 per cent. in the year 1874.

5160. In the year 1874?—Yes, in the year 1874 they were raised 40 per cent.

5161. Have they been reduced since then?—No; and in my special case I should say it is raised 50 per cent.

5162. And not reduced since?—No.

5163. But you have had temporary abatements?—We have had 7½ per cent. the last two half years.

5164. Did you get notice of that before the day?—No.

5165. Do you know of any people in the neighbourhood who have been compelled to borrow money to pay the rents?—Well, I daresay there are some.

5166. Of your own knowledge, you are not aware that it is a common practice in your neighbourhood?—Some of them borrow money from each other to meet the rents, as rents do not come on the same dates; they help each other.

5167. Is that more common now than it used to be?—Yes, I think it is so.

Professor *Rhŷs.*

5168. You complain of the insufficiency of your building accommodation?—Yes.

5169. Would you mind specifying by how much it falls short?—We are obliged to crowd the cattle too much, to keep them indoors, and that is apt to create disease.

5170. How much more would you want?—We ought to have about 20 per cent. more room; or even 40 per cent. in some cases.

5171. Have you ever asked for increased accommodation of that sort?—Dear me, yes; dozens of times.

5172. What does your agent say?—He can only give a promise sometimes, and turn a deaf ear to me.

5173. Are you near a railway?—About two miles off, not adjoining.

5174. Do you make use of the railway for your produce, to carry goods to and fro?—We used to bring special manures, such as manure bags and lime.

5175. Do you find the railway rates reasonable?—No; they charged me last March about 3*s.* a ton for removing a truck of manure three miles.

5176. Would you be able to keep fewer horses if the railway rates were more reasonable?—No, that does not affect us much as regards horses.

5177. With regard to buildings, when they are put up, are you expected to repair them, or do anything in that way?—Yes, in repairing the roofs, and so on, and keeping the doors in repair.

5178. And the gates?—No, the gates are all my own.

5179. Are you under any custom. Have you been in the same farm all your life?—No.

5180. When you leave a farm of that sort on which you have made repairs and put up gates, what happens. Do you have any compensation?—No; if we leave the farm we must take everything with us or leave them behind.

5181. Have you any agreement?—Yes, there is a sort of agreement between us. It is not of much matter.

5182. Is it a written agreement?—Yes, signed on both sides.

5183. Have you a copy of it?—Yes, at home.

5184. You have a copy of your agreement?—Yes.

5185. And you knew what it was like when you took it?—Yes.

Mr. *Grove.*

5186. As to this charge on the railway for manure; what sort of manure was it. Was it the ordinary stable or farmyard manure?—No, super.

5187. Then it would be in a special class?—Yes.

5188. What quantity was it?—Three tons.

Mr. *Grove*—continued.

5189. Not four tons?—No.

5190. As to the charge for lime. What do they charge for that?—I cannot say exactly what they charge now for bringing down the lime under the new tariff.

5191. Is it more or less than it used to be?—It is more.

5192. Are you acquainted with this book, which you can get for 1s., published by the Board of Trade, and which gives you all the rates that the railway company can charge you?—I have not seen it, perhaps I may acquire it.

Mr. *Seebohm.*

5193. You spoke of tenants borrowing from one another to pay the rents. Do you mean that they borrow cash from one another or give their names or sureties?—Well, they borrow as much as they can from one another, to meet the rents.

5194. In cash?—Oh, yes, in cash.

5195. In money?—Yes.

5196. Not by way of giving their names as sureties to one another?—No.

5197. Have you anything to complain of from the noxious vapours and deleterious gases that come from any works in your neighbourhood?—No, it does not affect us.

Mr. *Richard Jones.*

5198. You say you know of farmers who borrow money to pay the rent. How do farmers pay their general debts?—Well, if they could not meet them they must fall back on the capital, by selling something off at a ruinous price.

5199. I do not know whether you are in a position to answer this question; but do the farmers pay the rate collector when he calls?—Some pay at the first call; others perhaps at the last moment.

5200. Do you know of any cases where rate collectors distrained on farms for rates in arrear?—No, I cannot say I do.

5201. Are they able to pay the grocer and the draper?—Some must pay, or else they would not get it.

5202. Do they ever have to appear in the county court?—I do not hear much of the farmers in our district appearing there.

5203. What is the character of the farming in your neighbourhood?—There is a great deal of different quality in our neighbourhood.

5204. Do you adopt the four course system?—I cannot say exactly what system you call it. We break up and lay for a white crop first, and then green crop, and then white crop, and clover. It might be four course.

5205. Are you allowed, according to your agreement, to take two white straw crops in succession?—No.

5206. You are not by your agreement?—No.

5207. Then you do not get freedom of cropping?—No, not so far as the letter of the agreement goes, but it is infringed very often.

Mr. *Richard Jones*—continued.

5208. Is there any penal clause in the agreement. Supposing you infringe it, have you to pay a certain amount?—Well, that case has not been brought up, or else they would have to pay.

5209. But it is in the agreement?—Yes, it is in the agreement not to follow two white crops.

5210. You are not allowed to sell hay off the farm?—No.

5211. Supposing you sold hay, and you applied to the landlord for permission to use a part of that money to put artificial manure on the farm, do you think it would be granted to you?—Well, I cannot say what would be his answer, I have not tried him.

5212. Do you think it would answer a farmer's purpose?—It would answer.

5213. Has it never occurred to you to make an application of that kind?—In my case the hay is rather scarce often, and I could not afford to sell it.

5214. In some cases perhaps it would be better for you to sell your stock than to sell your hay?—Yes, it would be last season, whatever.

5215. Were you obliged to buy hay last season?—Yes.

5216. What amount?—In my case I bought about five tons at the end of April.

5217. How much a ton?—Five pounds at the station, 25*l.*

5218. What is the reason of the shortness of the hay?—The shortness of the crop, I suppose, the season before.

5219. It follows, of course, that you are affected by the seasons to a great extent?—Quite so.

5220. What has been the character of the seasons during the last years. Have they been as favourable for farming?—Rather dry, not favourable as they were formerly, and the prospect of this season follows.

5221. You say that the buildings were in a bad state?—Quite so

5222. Are you provided with corn sheds?—No, not in my case; there are Dutch barns in some cases.

5223. On your estate?—Not on the Sir Marteine estate.

5224. Have you ever applied for them?—No, I have not, as I know what would be the answer. They would refuse.

5225. Do you not think that a corn shed would answer your purpose?—Yes, a great deal; it would save labour and straw.

5226. Yet you have never applied for it?—No. I know very well that I should not be successful.

5227. You have never applied, because you thought you would not get it?—No; I have applied for many things but could not get them.

5228. Have you got such things as tanks to hold your liquid manure?—No.

5229. Supposing you were to leave your place now, do you think there would be any applicants for it?—Well, I cannot say about that. It would not be to their profit, whatever.

Mr. *Richard Jones*—continued.

5230. If the farm does not pay, why do you not leave?—There is a reason in that. Suppose I am going to sell myself up now; the stock is so low perhaps I should lose a few hundred pounds.

5231. You would be leaving the farm, of course, under a disadvantage?—Yes, so far.

5232. That is the reason you hold on for another year?—Yes.

5233. You are living in hope?—In the hope that some year the prices will improve, and then I will sell out.

5234. Is that the case with a great many farmers in your district?—Quite so.

Mr. *Griffiths.*

5235. How long have you been on this farm?—Nineteen years.

5236. What time of year did you come into the farm?—Michaelmas.

5237. Did you have to take to any crops when you came in?—Only the manure and seeds.

5238. No hay or straw?—No.

5239. What family have you?—I have four children.

5240. Wife and four children?—Yes.

5241. Do you keep any servants?—Yes.

5242. How many?—A servant girl, a servant man, and occasionally a labourer.

5243. What wages do you pay your men?—12*s.* a week, everything found.

5244. How much the girl?—15*l.*

5245. When you commenced 20 years ago, did you pay so much then?—No, not quite so much.

5246. What did you pay then?—About 20 per cent. less.

5247. Do you find female servants scarce?—Oh, yes, you can hardly get any. The manufacturers in the district take all the girls, and even the boys too.

5248. Do you keep any cows?—Yes.

5249. How many?—10 milking cows.

5250. Does this girl milk the 10 cows?—No, my daughter.

5251. You have a daughter grown up?—Yes.

5252. You give her wages, I suppose?—No, I cannot afford to.

5253. You dress her well when she goes into the town, do you not?—Well, not very well, middling.

5254. And you put the money in your pocket?—I have to pay her way.

5255. You said just now you are not allowed to sell your hay?—Quite so.

5256. You have no cottages on your farm, have you?—No; there is a small one there, and a collier lives in it, but it is more expense to keep that up.

5257. Is it a thatched cottage?—Yes.

5258. You find it difficult to get straw to thatch it?—Straw and labour eat up all the rent.

5259. That is rather a bad state of things. Do you think we can mend this matter. What

Mr. *Griffiths*—continued.

do you recommend us to do?—Security of tenure, and some practical board to fix fair rents.

5260. Do you think you would fare better if you were sure you would leave your children after you in that farm, that you could farm better than you do now?—Yes, I could.

5261. When you went to the place who fixed the rent? Did you bargain for it, or your valuer?—No, the time was so prosperous with farming when I took the farm that it was not much out of the way then.

5262. You say the labour is getting more expensive, and the stock is so low that you cannot pay the sum you paid then?—No.

5263. And you want a court?—Yes, to redress the rent; to have a fair rent according to what it is worth; that is all we want.

Mr. *Brynmor Jones.*

5264. Where does the agent for this estate live?—Ffrwd Vale, near Llandilo.

5265. How far is that from you?—Perhaps 18 miles, more or less.

5266. Do you think it is a disadvantage or not for the agent to be at that distance?—I cannot say. It is not much advantage whatever to live so far off from him. I do not find it so.

5267. In your agreement which you have mentioned, is the operation of the Agricultural Holdings Act, 1883, attempted to be avoided?—No, they have not given us notice to contract out of it.

5268. There is no mention of the Act in the agreement?—No, the agreement was drawn out in 1874.

5269. What is the custom of the country as to compensation?—Take away all your things as far as they can.

5270. Supposing you left to-morrow, would you have any claim to compensation for anything?—No, nothing at all.

5271. The custom of Glamorganshire does not extend there?—Well, there is no recognised custom in our district.

5272. Are there many labourers' cottages in this parish?—No.

5273. What is the nearest village?—Pontardulais.

5274. That is something more than a village, is it not, now?—Well, we call it a village still.

5275. Pontardulais is your nearest place?—Yes.

5276. Are there many cottages for labourers in your parish?—Not farm labourers. They are all going to the works.

Lord *Kenyon.*

5277. You say you have 10 cows. How much cow-tying have you, how much building have you for the cows?—Room for tying 24 cows all round, we have store cattle in there as well.

5278. How many cattle have you all round?—We keep 30 to 32 all round, milk and store cattle.

27 *May* 1893.] Mr. D. Williams. [*Continued.*

Lord *Kenyon*—continued.

5279. You spoke of security of tenure. Do you mean that what you want is, that if your landlord cannot turn you out, that you are free to go when you please?—Yes.

5280. I mean you must have security both ways, must you not?—When I have been turned out, I ought to be compensated.

5281. I advise you to get a copy of the Agricultural Holdings Act, as you say you are under no custom?—I will.

Mr. *Grove.*

5282. This agent you speak of manages a good many other estates besides yours?—I hear so.

5283. For instance, how long is it since he was on your farm?—The last seven years, when the estate came to the hands of Sir Marteine.

5284. You have not seen him on the estate for seven years?—Oh, yes, he has been about there once or twice but to no good.

Mr. *Richard Jones.*

5285. You say you keep about 32 cattle?—Yes.

5286. What number of horses do you keep?—Four.

5287. Four draught horses?—Yes.

Mr. *Richard Jones*—continued.

5288. How many colts?—A colt now and then.

5289. What number of sheep do you keep?—About 250.

5290. What class are your cattle—Herefords or shorthorns?—A cross between shorthorn and general breed. You know what a general breed is—I mean no breed at all—crossed with a shorthorn.

5291. What kind of sheep do you keep?—Mountain.

Mr. *Griffiths.*

5292. Did you ever complain that you had to buy so much hay last year?—No, I have not seen him since.

5293. Have you heard of any landlords in the neighbourhood allowing their tenants for the hay that they purchased?—No, they allow nothing.

5294. I have heard they are allowed something in the immediate neighbourhood?—Not in ours.

Lord *Kenyon.*

5295. Have you any sheep walk attached to your farm besides the 90 acres of rough?—Yes.

5296. On the mountain?—Yes, on the mountain.

The witness withdrew.

Mr. Thomas Rees called and examined.

Chairman.

5297. Where do you live?—Garth Farm, Llansamlet.

5298. Whereabouts is that?—About five miles away.

5299. How long have you been living there?—I went there in 1864; that is 29 years.

5300. Were you bred and born in the district?—I am a Carmarthenshire man.

5301. Whom do you rent under?—Mrs. Wood, of Stouthall now; Colonel Wood was alive when I took it first of all.

5302. Does she live on the estate?—No, my Lord.

5303. This is an outlying property of which you speak?—Yes.

Sir *John Llewelyn.*

5304. Colonel Wood used to live at that time down close to Reynoldstone, where we were yesterday?—Yes.

5305. Mrs. Wood does not live on the property now?—No.

5306. How big is your farm?—Over 300 acres altogether.

5307. Is it a mountain farm?—There is a lot of what we call meadow ground—wet flat ground.

5308. What is the rest of it?—Gravelly ground.

5309. Is there much grass on it, or is it arable?—Very poor in grass, only what we sow in seed. The plough must be put to it every

Sir *John Llewelyn*—continued.

two or three years, or something will grow like fern or furze all the time, unless you keep searing it.

5310. What rent do you pay for the farm?—When we took it first it was 250*l.* a year. Since then they have taken a lot of ground for building purposes, and the railway took over 11 acres out of it. They took nearly 31 acres out of the farm as near as I could guess.

5311. What is the present acreage of your farm. How big is it now, at the present moment?—I have not the acreage in my mind. It is sure to be over 300 acres still.

5312. What rent do you pay for it at the present time?—It is 224*l.* a year, after deducting for the building and railway and so on.

5313. Do you complain of the rent?—Yes, many times I have. I have sent to Mrs. Wood to get the rent lowered.

5314. With any result?—Nothing whatever, yet.

5315. Have you had any reduction?—I made a complaint after 1879 and had 20*l.* I lost nearly 300*l.* on sheep, and since that I had 10*l.* one half year, and that makes 30*l.* for all the time I have been there.

5316. Are rents high there?—The rents have gone down 50 per cent. in our neighbourhood.

5317. Your rent has not been put down?—No.

5318. You feel it difficult to get on there?—I do not know how to meet the end of the year.

Sir *John Llewelyn*—continued.

5319. Are the rates and taxes very heavy?—Yes. I have a demand for 25*l.* 10*s.* 6*d.* now coming due. They made the rate on the 1st April; the school rate is about 1*s.* in the pound, and that comes to 10*l.* a year for many years. That was never thought of when I took that farm.

5320. That has come on you since?—Yes.

5321. Are there any conditions round your farm that are bad for cultivation, from copper smoke, or anything of that sort?—Yes; the copper smoke is very bad in my neighbourhood now, on my farm especially.

5322. What effect has that on the growing crops?—The grass dies away in patches. There is nothing now growing on it scarcely.

5323. Is there any prevailing wind in your direction which brings up the copper smoke?—Yes, it is within a mile and a half, as the bird flies, to the works at Llansamlet.

5324. What wind brings it up to you?—The south-west wind.

5325. And that is the prevailing wind; it blows very continuously sometimes?—Yes. It is from the south, the Welsh wind, but when it comes up from the south-west, that is the time it catches me.

5326. Do you suffer at all from water supply?—Yes, very badly.

5327. In what way?—Well, the water that runs down is no good for our purposes.

5328. How is that?—The tin-works——

5329. Is it a little river?—Yes, and before we had this drop of rain some days we did not have water at all.

5330. No water at all. From this day fortnight until Monday morning there was not a drop of water.

5331. Where did you send the stock?—There is a little well behind the farmhouse about 300 yards, but most of them went down to the river after all.

5332. You say the water in the river is very much polluted and unfit for the stock to drink?—It has been for the last 10 years. I cannot breed colts at all.

5333. Is there no sanitary authority?—Yes; but I never complained of anything at all. I have told my agent many times about it, and I told him it was for him to look after it, and I would not go and spend money to go to law about it.

Mr. *Griffiths.*

5334. How long have the tin-works injured the farm; ever since you went there?—No, there was only one there then, that was the Ynispenllwch, but there is another close within 300 yards from the farmhouse now.

5335. The water is not now nearly so good as it was when you first went there?—Oh, dear, no.

5336. Do you keep any servants?—Yes.

5337. How many?—Four men and one girl, and about half a dozen more in the harvest time.

5338. Can you tell us now how much more you pay in the total than you paid in the first year you went to the place?—20*l.* a year I used to pay for my head man at that time. Now I pay 30*l.* a year.

Mr. *Griffiths*—continued.

5339. And the rest?—And the rest get 10*l.* or 18*l.*, according to size.

5340. What used they to be?—About 12*l.*

5341. What about the girls?—The girls about 12*l.*, and at that time they were only getting 8*l.* That is a difference. And another thing again, I have to buy machinery to do most of my work, reaping, threshing, and steam and everything on the farm. It has cost me hundreds of pounds to put those things up.

Mr. *Richard Jones.*

5342. Have you also to treat your servants better than you used to?—Yes, they are better than I was brought up myself, by far.

5343. Do they work as long hours now as they used to do?—No, not nearly.

5344. Or so much?—Not nearly so much.

5345. Nor so skilful?—Not all of them. It is only by chance you get a skilful one on the farm now.

5346. In what way have you to treat them better. Do you give them better food?—Yes, and not so many hours.

5347. Do you have to supply them with beer, except at harvest time?—Yes, sometimes, when they are bound to have it. I do not like to give them too much beer. If they get too much then they will not work at all.

5348. Do you find the beer question a difficulty with the men?—Yes, because it is in this way. If they get a pint they want two, and if they get two they want three, and then they are done up. A drop of beer in its right place is all very well, but once you give them a pint there is no end to them.

Mr. *Seebohm.*

5349. Are there many cases in which farms are injured by the deleterious gases?—Yes.

5350. It is quite general?—Yes; if you take the down or upper bank they are.

5351. And there are few of the streams as pure as they ought to be?—You cannot find any stream pure in our district now.

Mr. *Grove.*

5352. What are the works which cause the damage. Are they tin-plate works generally?—Yes.

5353. The acid from the tin-plate works spoils the water?—Yes.

5354. Have you heard of the members of the county council being round there lately and inspecting them with a view to preventing it?—Not that I am aware of, but they have been round in Carmarthenshire, although not in our district.

5355. Have there been many new works erected the last few years?—Only one since I took the farm, close by the farmhouse.

5356. Do you know anything about the works themselves?—No, I never got a penny out of them, I am working on the farm all the year round, but all the farmers round my neighbourhood get some sort of living by doing something in the works.

27 *May* 1893.] Mr. T. Rees. [*Continued.*

Mr. *Grove*—continued.

5357. So that you do not know whether the masters try to prevent the acid going into the river by settling tanks and so on?—No doubt they could if they tried, without much cost.

Sir *John Llewelyn.*

5358. You have a lease?—No.

5359. You can go out, then, when you choose?—Yes.

5360. Would fixity of tenure be of any service to you there?—Not at all, I think.

5361. At all events you have the remedy in your own hands. If you find the smoke and water causes too much pollution you can go?—Yes.

5362. You prefer stopping. Perhaps you have an affection for the old place, having been there so long?—You are quite right, Sir John.

5363. Are things getting worse instead of better?—Yes.

5364. I am afraid there is no remedy for it. You are in the middle of the difficulty. You cannot stop the smoke, and you cannot prevent the water being polluted there?—I was told that they could stop the water by a little expense. I have been talking to Mr. Prior, a tin-plate manufacturer, and he told me they could stop it.

5365. I would strongly advise you to write a letter to that effect to the sanitary committee of the county council?—Thank you.

The witness withdrew.

Chairman.

I believe, Mr. Forrest, your clerk has now arrived.

Mr. *Forrest*: Yes.

Chairman.

What is the statement you wish him to speak to?

Mr. *Forrest*: He will make a statement that Mr. Evans met him on the way to the office, and he asked him whether it was true that he was going to be turned out of the farm, and whether the notice was to hold good, or something like that, and the effect of it was, my Lord, that he said that if he was not to be turned out he would not offer evidence at Pontypridd.

Mr. Harry Clement Roberts called and examined.

Chairman.

5366. You are a clerk on the Windsor estate?—Yes.

5367. How long have you been a clerk there?—14 years.

5368. You know Mr. Evans very well?—Yes.

5369. Did you see Mr. Evans last week?—Yes.

5370. Did you have any conversation with him?—Yes.

5371. What did he tell you?—He met me as I was going to the office through the fields off the main road, and he wanted to know whether the notice he had received to quit was to hold good.

5372. Anything more?—Of course, he wanted satisfaction, he said, and he showed me papers he had received in regard to the Commission, and said he intended to give evidence, but wanted satisfaction before doing so. He said that his evidence was already prepared.

5373. He wanted satisfaction before going to give evidence at Pontypridd?—Yes.

5374. What did he mean by that?—I inferred he meant that if he had only had the notice withdrawn he would not have given evidence, or have given very different evidence to what he did.

5375. If the notice had been withdrawn he would have had no grievance?—Well, he says he has a grievance in other cases, I think, but I do not know that he would have thought that would be quite sufficient for him.

5376. Are you quite certain that you heard distinctly what he said, as you are very deaf?—Yes.

5377. Absolutely certain?—Yes.

Chairman—continued.

5378. Did Mr. Evans show you any correspondence from Mr. F. W. Evans?—Yes, he did. I read a letter from him.

5379. To what effect?—Saying he had prepared Evans' evidence, and asking him to come and read it through, and also asking him if he knew of any other farmer who could give evidence.

5380. Then the evidence he prepared was the evidence of his grievances?—I suppose so.

5381. That is all you know of the matter?—Yes, so far as that matter is concerned.

5382. Did he use any violent language as regards you or Lord Windsor, or Mr. Forest?—Not at that time, and he has not done so to me.

5383. He never has?—Probably he would not, owing to my position with Mr. Forrest; he knows I am Mr. Forrest's confidential clerk, and he would not probably do it.

5384. You have not heard any threats?—I have heard bad language, and heard him say he has not been treated properly, several times.

5385. He has never used threatening language to your knowledge, either as regards Lord Windsor or Mr. Forrest?—Not to my face, but I have been told he has.

Chairman.

Before we adjourn, I am desired by my brother Commissioners to thank the mayor and corporation for their courtesy in placing this room at our disposal, and for the arrangements which have been made for our comfort.

The witness withdrew.

Adjourned.

SIXTH DAY.

6, Old Palace Yard, Westminster, Friday, 7th July 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. JOHN MORGAN RANDALL called and examined.

Chairman.

5386. I believe you are assistant to your brother in the management of Lord Dunraven's estates?—Yes, my brother is the chief agent and I assist him.

5387. Can you tell us what the acreage is?—About 24,000 acres.

5388. Does the property lay all together?—No, very much scattered.

5389. May I ask what has been your experience?—I have been 15 years assisting my brother.

5390. Had you any previous experience of land agency before that, or did you learn everything under your brother?—I learned everything there. My previous experience was connected with the mining part.

5391. Is there any portion of the estate situate in manors?—Yes, a great portion.

5392. What are Lord Dunraven's manors?—The manors of Coity Anglia, Coity Wallia, Newcastle and Cefn Cribbwr, and Penlline.

5393. I shall not ask you anything more about the manors; the members of the Commission who are acquainted with the details will go into that. Are there many fines and charges on the estate?—Do you mean in connexion with the manors?

5394. Yes, in connexion with the manors?—I do not know that I quite follow you in that.

5395. Have you had any recent enclosures?—None.

5396. Have you any squatters' cottages?—No, practically none, I should say.

5397. I suppose we may take it from you that language, politics, and religion make no difference at all in the choice or treatment of tenants?—None whatever.

5398. As to the term of tenancy, what is the date of entry?—25th of March.

5399. Have you much trouble in tenants changing their occupation?—None at all.

5400. What sort of agreements have you?—Unfortunately I have omitted to bring one with me, but I will send one.

Chairman—continued.

5401. How do you fix your rents?—Generally on the basis of a valuation settled between the farmer and my brother.

5402. This is a question you need not answer unless you wish to. Have you many arrears on the estate?—There are some.

5403. Not to any very great extent?—Not to any great extent.

5404. What size are your farms?—Generally about 150 acres, except, of course, the mountain farms, and they are large tracks of sheep run.

5405. How much do they run to?—They will run to 1,000 acres—600 to 1,000 acres—they vary considerably.

5406. Do you allow sub-letting?—No.

5407. Or sub-division?—No.

5408. How are you off for labour?—Well, in the Vale of Glamorgan I think labour is scarcer now than it has been. Many labourers have gone to the works district, where labour is paid for better.

5409. With regard to improvements, are there any improvements made by the landlord? Yes; all the improvements have been made by the landlord; during the last 40 years a sum of 100,000*l.* has been spent in repairs and improvements.

5410. On these 24,000 acres?—On these 24,000 acres. I may say that the agricultural rental of the estate is 10,000*l.* a year, so that the return for this expenditure of 100,000*l.* is exactly one per cent. That is not taking into consideration the value of the land, or the original value of the farm buildings and farm houses. I may say also that every year 25 per cent. of the agricultural rental is spent in repairs. Lord Dunraven has had possession of the estate for the last 21 years, and during that period he has spent 58,000*l.* (this is part of the same period of 40 years), so that represents an average expenditure of 2,750*l.* per annum on repairs, which is really 27½ per cent. and not 25.

5411. Is there any portion of the Agriculture Holdings Act that you contract out of?—

Chairman—continued.

Clause 33, as to the six months' notice instead of a 12 months' notice, and the tenants generally appear to prefer that. The only complaint we have had was from a tenant, that he objected to the year's notice, he wanted to give up.

5412. Now about game. There is a good deal of game round Dunraven, is there not?—Yes; there is game (pheasants and partridges) preserved in the immediate neighbourhood of Dunraven, and at a place called Coity, which is a little distant; hares are very scarce.

5413. No hares?—Scarcely any. They are quite a rare animal. The tenants kill the rabbits. On the Gower estate the tenants have the game entirely.

5414. Have you any peasant proprietors?—No.

5415. Have they all been bought up?—There were some small freeholders, but I do not think many exist now.

5416. Have you any small squires, farmers who have bought their own property and live there?—There are farmers who have bought land as an investment.

5417. And do they generally live on the farm after they have bought, or do they let it?—Sometimes one and sometimes the other.

5418. Do you complain of the migration of labourers?—There is some complaint.

5419. Do you complain of depression?—Yes.

5420. Have you any remedies—have you any ideas you can give us?—I do not know that there is any remedy except lessening the rates on the land, I think that is the only thing. Of course we cannot suggest protection.

5421. You cannot suggest that?—No, I would not suggest that.

Lord *Kenyon.*

5422. Have you any difficulty in letting farms?—None at all.

5423. You have plenty of applications?—We have plenty of applications.

5424. Do you have more applications for small or large farms?—I do not think it makes any difference at all. There is generally some one who succeeds to the farm naturally, I might almost say—a nephew, son, or son-in-law.

5425. You would give a preference to such an applicant?—Always.

5426. Have you many small holdings on this estate?—Yes, a quantity.

5427. What size?—20, 40, or 50 acres.

5428. And some small holdings of three or four acres?—Yes, very few; there are cases of small homesteads and a few fields attached of three or four acres.

5429. In the case of a cottager has he usually a good garden or piece of land?—Cottagers have generally gardens. We have very few cottages—they are generally let with the farms.

5430. That is the practice on the estate?—Yes.

5431. What is your opinion as to that practice?—I think it is better that the farmer should have it. He has his own labourer then living in the cottage.

Lord *Kenyon*—continued.

5432. You do not think he is apt to treat the labourer in a harsh way?—Oh, no; if he has a good labourer he is only too glad to keep him.

5433. We heard a great deal about the custom of the country. Have you any experience of the custom of Glamorganshire on your property?—Yes. I should prefer a professional valuer to give you the custom of the country. He will give it to you much better than I should.

5434. In your experience, do the tenants like to avail themselves of that custom?—Always; it is the only thing we hear of; we never go further than the custom of the country.

5435. They do not care about the Act?—Not at all.

5436. In some cases we heard that they wished for an improvement to that custom of the country in respect of, I think it was, laying down pasture; that they had no compensation for that?—I cannot tell you that.

5437. I suppose there is no such thing as tenant-right existing on the estate?—Not at all.

5438. What you say simply is, that probably a preference would be given to a son or relation?—Exactly so.

5439. Have you any applications for compensation for destruction by game?—Yes.

5440. And they are usually considered?—Always. The only game we have is the game preserved, and that is pheasants which are bred.

5441. I suppose you would have a valuation on both sides?—Yes, it is generally agreed upon. They come and say that such and such crops have been injured, and some one goes to look at it, and it is generally agreed upon between one of the agents and the tenant.

5442. Do you think the preserving of game causes dissension between landlord and tenant, or the other way?—None at all.

5443. I mean to say there is no doubt, I suppose, that the preservation of game brings the landlord on the estate sometimes?—Certainly.

5444. We examined one of your tenants, Mr. Beynon, and, I think, he complained that he had not seen Lord Dunraven for some time. I suppose he lives a long way off?—Oh, yes, a very long way. He lives down in the Gower district.

5445. You have only a few outlying farms there, I suppose?—That is all.

Mr. *Brynmor Jones.*

5446. Are you the steward of these several manors of Lord Dunraven?—My brother is the steward.

5447. Can you give us any information with regard to these manors, the holdings and so forth?—I think I can.

5448. Take the first manors that you mentioned. What courts are held as incident to that manor?—Leet courts are held, but the courts are held very occasionally now.

Mr. *Brynmor Jones*—continued.

5449. At no time certain?—At no time certain. There is no business to be done at the court except the management of commons, and that is in the hands of a committee appointed at a leet court. In the manor of Coity Wallia they have had lands purchased by a railway company and lands purchased by the county for an asylum, and the commoners have dealt with the purchase money of that.

5450. What are the offices held in connection with the manor? I am dealing with the first manor, Coity Anglia?—Steward, bailiff, haywards, and constables.

5451. Is there any copyhold?—Yes.

5452. In connection with that manor of Coity Anglia?—Yes, in connection with all the manors.

See 24,530. 5453. Can you tell me what are the fines and charges in connection with the copyhold property in Coity Anglia?—In Coity Anglia the fine on admission upon alienation is 2½ per cent. on the purchase money, and the same in New Castle and Cefn Cribbwr. In Coity Wallia the fine is only 6*d.*, irrespective of the purchase. There is no fine on descent, it is simply on alienation.

5454. Does that apply to all the four manors?—No, it does not to Penlline.

5455. What are the fines and charges there?—There are none. There is a heriot on the death of a copyhold tenant. I think that is the only thing except chief rents. They are very small chief rents.

5456. Any customary freeholds?—No.

5457. Has the waste been enclosed on each one of these manors?—No. There are large commons connected with Coity Anglia and Coity Wallia. I do not think there is any waste connected with Newcastle and Cefn Cribbwr now, or it is very small if there is any.

5458. And Penlline?—Penlline was enclosed some years ago.

5459. I think we were told it was in 1860?—Yes; I cannot speak to that.

5460. Do you know whether, when Penlline was enclosed in 1860, there were two plots of land set apart for the labouring poor?—I cannot say. I believe allotment gardens were set out, and I fancy they are practically uncultivated, but I cannot give you that from my own knowledge. That is what I have heard.

5461. Do you know whether the land so set apart was suitable or unsuitable for garden purpcses?—I do not know.

5462. Is it now let for pasture?—I do not know.

5463. Reverting for a moment to the manor of Coity Anglia, is it the fact that the custom of Borough English exists in that manor?—Yes; that is the custom of the youngest son inheriting.

5464. Does the same custom apply to land in Newcastle and Cefn Cribbwr?—Yes, and Coity Wallia, it is the same.

5465. Are the documents in connexion with these manors preserved for any length of time?—I think we have them for very many years back.

Mr. *Brynmor Jones*—continued.

5466. About how many years?—I cannot say.

5467. Who has the documents?—They are kept in the office at Bridgend.

5468. In your office?—Yes, in our office at Bridgend. Of course, on admission a tenant is given a copy of the Court Roll. Lord Dunraven owns the greater part of Coity Anglia himself.

5469. Are you quite certain that the custom as to descent is the same in Coity Wallia as in Coity Anglia?—Yes, I think so.

5470. Is it not the custom of gavelkind?—I think only in Penlline. I think the others are all the custom of Borough English.

5471. I think Lord Dunraven rents the game on St. Bride's Major, does he not, from the Duchy of Lancaster?—Yes, at present; his lease expires on the 29th September.

5472. What is the extent of the Duchy property, roughly speaking?—I really cannot say; about 2,000 acres in the parish of St. Bride's. They have a large common in the parish of Llangeinor.

5473. I was referring to the property at St. Bride's?—I should say it was about 1,500 to 2,000 acres.

5474. Does that extend down to the sea shore?—Yes.

5475. Have any complaints reached you with regard to any charges made by the Duchy in reference to quarrying or any other use?—No, there is no quarrying, except for what is done to get stone for the repairs of the roads. There is a quarry at Sutton which is rarely worked.

5476. Is the land in Gower possessed by the Earl of Dunraven situate in a manor of which he is landlord?—There is a manor in Knelston; Lord Dunraven holds the whole of it, I think, with the exception of the glebe.

5477. Have you anything to say in reference to that manor?—Nothing at all. Nothing happens in respect to it at all.

5478. What is the custom of descent there?—I really cannot tell you; it is not dealt with ever. Lord Dunraven owns the whole of it. I should like to add, in connexion with these manors, that in a sale in an auction-room copyhold land fetches exactly the same price as freehold.

5479. At a sale by auction?—At a sale by auction copyhold land fetches full value. I do not think it would make any difference whether the land was in Coity Anglia, where 2½ per cent. is charged, or in Coity Wallia, where a fine of only 6*d.* is charged.

Mr. *Griffiths.*

5480. Would you kindly tell us what is the state of the cottages on the estate?—They are in good repair.

5481. And plenty of them—sufficient?—I think so.

5482. I think we had a complaint in Gower that there were not sufficient cottages?—We have had no complaints.

Mr. *Griffiths*—continued.

5483. How many rooms do the labourers' cottages generally contain?—I suppose they contain two rooms downstairs and three up—the ordinary cottage.

5484. Are there any squatters' cottages which have been built on these commons which you speak of?—In St. Bride's Major a number have. That is a common belonging to the Duchy, though that is not one of Lord Dunraven's manors.

5485. Have any of them been sold?—I really cannot tell you. I suppose they have.

5486. To the highest bidder, I presume?—I suppose so.

5487. Do not the cottagers who build the cottages have the first offer as a rule?—Offer from whom do you mean?

5488. From the lord of the manor?—I do not think the lord of the manor has sold any.

5489. Who is it that sells if the lord does not?—The man may sell to another man. The tenant who has built the cottage may sell his cottage to another.

5490. Some tenants complain that their cottages were sold after they had built them?—I know nothing of it. I do not think there are any cottages on Lord Dunraven's commons in connexion with his manors. If so they have certainly not been sold by auction or in any way by Lord Dunraven.

5491. Is it not the fact that these gardens set apart were not suitable for them?—The gardens which were set apart in Penlline, do you mean?

5492. Yes?—I really do not know.

5493. I understood they were not suitable at all?—I do not know their position even. It happened before my time.

Mr. *Richard Jones.*

5494. Are there many tenants under lease on Lord Dunraven's estate?—None whatever.

5495. There is no demand for them?—No. The tenant never asks.

5496. I suppose Lord Dunraven is quite willing to grant a lease if there is any application?—Well, I do not think he would be. We have had an experience of leases the latter part of last century and the beginning of this. Almost the whole estate was let out on long leases for a period of three lives, and we found when these leases fell in that the old buildings had been maintained, and barely maintained, and no new buildings had been erected, and the consequence was the large outlay which I have been speaking of. Therefore, if leases were granted, I do not think the tenant would be benefited in any way, because he would bind himself down for a period of years, and I think it would be certainly detrimental to the estate.

5497. Has it never been customary to grant leases for short periods, for 14 or 21 years?—We have never been asked for one. I do not think the tenants would wish for it.

5498. They would prefer to be yearly tenants?—They would prefer to be yearly tenants.

5499. Do you think it would be better for the landlord and for the tenant?—To have them as yearly tenants?

Mr. *Richard Jones*—continued.

5500. Yes?—Certainly.

5501. Are there any vacant farms on Lord Dunraven's estate?—None.

5502. Have you in any case advertised for tenants?—Yes, we have in one case, a farm that was let with the Wyndham Arms Hotel, Bridgend. We advertised for a tenant for the house, and for the farm.

5503. That is the only instance?—That is the only instance that I can recollect.

5504. You would, of course, advertise in one of the local papers?—If we advertised we certainly should.

5505. In resuming occupation of land for building or planting, do you generally give notice to tenants?—Beforehand?

5506. Yes, beforehand?—Yes, just before we take it.

5507. What length of notice do you give?—Short notice. It is generally agreed upon. Of course, the tenant would be compensated at once.

5508. It is customary to compensate?—Always, if land is taken. Of course, with reference to the question of land taken for building or colliery purposes, a tenant knows beforehand that the land is going to be taken.

5509. Is that a condition in the agreement?—That we can take land?

5510. Yes?—Certainly.

5511. Subject to compensation, of course?—Yes.

5512. Have you made any permanent reductions on Lord Dunraven's estate?—Some few.

5513. Not many?—Not many.

5514. To what extent?—We have reduced in one case I should think 40 per cent.

5515. Upon a valuation?—No, upon agreement with the tenant.

5516. But the land would be valued, I suppose?—We might value it.

5517. Have you made any abatements?—Yes. Since March 1885 we have allowed 10 and 15 per cent., in most cases 15 per cent. It just depended on the farmer and the rental that we let at. Some farms are let at a very low rental; in those cases the higher per-centage would not be allowed. In fact, there are one or two who have not had any per-centage allowed them at all.

5518. I take it according to that there has not been any general readjustment on the estate for a long period?—No. In 1877 a valuation of the estate was made by an independent valuer, and the result of that valuation was 8 per cent. above the rents that were charged then, but that valuation was never acted upon.

5519. What has been the extent of the fall in price of produce and stock during, say, the last 20 years?—I cannot tell you

5520. I take it if you could not tell me what has been the fall, that this temporary abatement is done in a haphazard fashion?—Well, of course it is not done on a sliding scale as to the prices; it would be impossible to do that, because prices vary so. We take the general state of agriculture. I should certainly say it was not done in a haphazard way.

Mr. *Richard Jones*—continued.

5521. You have not a copy of the agreement?—No. I omitted to bring it with me, but it shall be sent.

5522. Are there any penal clauses in your agreement?—There is a penal clause for ploughing up pasture land.

5523. Is that enforced?—I do not think anyone ever does plough up a pasture.

5524. I suppose the clause is respected?—Yes. I do not think anyone would wish to do away with any pasture that he had.

5525. Is there according to the agreement freedom of cropping for the tenant?—No; he has to crop on the four-course system.

5526. And it is generally observed?—Generally observed. No good tenant is ever interfered with in his cropping.

5527. I suppose you only interfere in cases where the tenant is farming to leave?—Yes.

5528. Do you supply the tenants with copies of the agreement on Lord Dunraven's estate?—Oh, yes. A tenant usually has a copy to take home with him to study before he signs it, and after he has signed it a duplicate is given to him.

5529. To what occupation do farmers on Lord Dunraven's estate bring their children up as a rule?—I cannot say.

5530. You are not sufficiently acquainted with the matter to be able to say?—Well, many are farmers and many go to the works. I do not think anyone could answer that.

5531. Do a great many of them go to the coal pits?—Yes, I think so, and other businesses. I do not think a rule could be laid down.

5532. For which are there the most applications, for farms with small or large holdings?—I do not think there is much difference; we so rarely have a farm open.

5533. I suppose some connexion of the late tenant has it?—It is generally settled—some relation. It is very frequently settled by a man when he feels himself old and wishes to settle his affairs; he has a fresh agreement, and someone else's name joined, such as a son, for instance, and the son naturally keeps on the holding.

5534. Do you, according to the agreement, demand any services beyond the payment of rent from the tenant?—No. Formerly they used to do the haulage for repairs done on their farms, but latterly they have not done it, or if they have done it we have paid them for it.

5535. That is general on the whole estate?—Yes, general; within the last seven or eight years I should say we have given up asking them to do the haulage, and have done it ourselves.

5536. In cases of that kind do you raise percentage on the money laid out on buildings?—Never.

5537. Have you had any applications for reductions in rent latterly?—Yes.

5538. Are they granted?—Generally; generally we agree and make a reduction that is satisfactory to the tenant. We have never lost a tenant or evicted one on a question of rent, we have always settled it by agreement.

Mr. *Richard Jones*—continued.

5539. Do you give notice to the tenants when you make abatements?—No, I think the notice would be the other way. We should give them notice if we ceased to make abatements.

5540. Did you give them notice when you made the first abatement?—I should say not.

5541. Then they only bring the sum that is usually paid now?—Now?

5542. Since 1885?—They generally bring the full amount and we pay them back, in the same way as a farmer will pay the full amount and we pay him back the landlord's property tax if he has paid it, or if the farmer has a bill against us he pays us the full amount and we pay him the bill. I think it is the habit of the Welsh farmers to pay the full amount, and to get what is coming to him back in cash.

5543. When you intend making an abatement, do not you consider it a hardship to claim the full rent, because perhaps that tenant would be obliged to part with stock which he otherwise might have held, in order to bring the full amount?—We do not demand the full amount. It is only their habit of paying their rent in that way. They know perfectly well that the abatement will be given them.

5544. And still they bring the full amount of rent?—They bring the full amount of rent, in the same way as I say if anything is due from the landlord to them they would still bring the full amount of rent, and then receive what was owing to them.

5545. Of course Lord Dunraven pays the tithe, and he recovers it from the tenant?—Yes.

5546. Does he recover the sum actually paid, or is there a contract made for the payment of tithe between the landlord and the tenant?—The sum actually paid. Of course that varies from year to year.

Mr. *Seebohm.*

5547. You stated, I think, that Lord Dunraven's estate covered something like 24,000 acres?—Yes.

5548. And there were five manors on the estate. Would the whole of that 24,000 acres be in one or other of these five manors?—Oh, no; part of it is in the manor of Ogmore, belonging to the Duchy of Lancaster. They are in different manors, but the chief part of the property is in those manors I have mentioned, and in the manor of Ogmore.

5549. I think it is stated that some of the tenants were copyholders. Would it be a large proportion of tenants who were copyholders in those manors?—Not Lord Dunraven's tenants, I am speaking of a copyhold tenant. The man who holds copyhold property.

5550. In the manor under Lord Dunraven?—Yes.

5551. As a copyholder?—Yes.

Mr. *Seebohm*—continued.

5552. Would that class of tenant be a large proportion of the whole of Lord Dunraven's tenants? Would there be as many copyholders in these manors of which Lord Dunraven is the lord of the manor as there are free tenants of his own?—I do not think any of his free tenants, or very few of them, own copyhold property. It is held generally.

5553. What I mean is this: The copyholders are on copyhold land, and they, in one sense, may be called tenants of Lord Dunraven and in another sense they may not. But apart from them you have ordinary tenants from year to year?—Ordinary agricultural tenants from year to year.

5554. Would the ordinary agricultural tenants, from year to year, outnumber the copyholders on the estate?—No, I should think not; but I really could not say.

5555. So that really the copyholders would be a very large proportion of the persons on the land in these five manors?—Yes.

5556. Now, that being so, you stated, I think, that the court leets and baron courts were held only occasionally, when there was business?—Yes.

5557. That business would relate chiefly to the copyhold tenants, I presume?—No, not at all; entirely to the management of the commons.

5558. In which the copyhold tenants and the others would also have rights?—Yes.

5559. Then if it be so, taking the copyhold tenants, they have been probably for generations upon the ground. Do you consider that the cottages and ground held by copyholders are better or worse taken care of than that which is in the hands of the tenants from year to year?—There are no cottages on Lord Dunraven's manors; no copyhold cottages.

5560. No copyhold cottages?—There are farm buildings and farms which are on copyhold property, but I do not think there are any cottages on the commons, if that is what you mean.

5561. Then I must alter my question. These copyholders are farmers?—Yes.

5562. They are above the rank of cottagers?—Yes.

5563. They are men holding 20 or 30 acres?—Oh, yes, 100 acres.

5564. 100 acres of copyhold land?—Yes.

5565. Do they manage their property and keep their farm buildings in better or worse condition than the ordinary farmer who is a tenant from year to year?—There is no difference whatever in the treatment or management of land, whether it is freehold or copyhold, in these manors. One does not know whether it is one or the other until you come to deal with it.

[*See infra question* 5685, *from which it appears that the copyholders above alluded to are rarely occupants of their own copyhold land.*—*F. Seebohm.*]

5566. Then, turning to those who are not copyholders, you stated that most of them were year to year tenants under an agreement?—Yes.

Mr. *Seebohm*—continued.

5567. And that agreement with the custom of the country of Glamorganshire you consider to be better for them than leases?—Yes, certainly.

5568. But you mentioned that towards the end of the last century they were not year to year tenants, but they held leases for lives—or a great many of them did?—Yes, that is so.

5569. Did nearly all of them hold leases for lives?—Nearly all of them.

5570. Could you tell what was the reason that the system of leases for lives dropped out, whether it was because the landlord found it in his interest not to renew, or whether it was the tenant that found it in his interest not to renew?—It was certainly not in the landlord's interest to renew.

5571. Did the landlord prevent the renewals would you say? It was not the tenant who said, "I do not want it renewed," but it was the landlord who said, "It does not "suit my interest that these leases for lives "should be renewed?"—Leases for lives in the case of this estate were let at a nominal rental.

5572. Of course, when the lives fell in there would be a fine, instead of the nominal rent I suppose, the rental of the estate would be got out of the fines?—No, there would be no fine.

5573. The ordinary plan in the case of a lease for three lives is that when it is renewed there is a fine?—It was not so in this case.

5574. But perhaps your knowledge does not go so far back as to the previous holding before the last of the leases for lives. Of course, a lease for lives would not go further back than a generation, say?—No.

5575. Then the previous generation before that would have also had probably leases for lives. Do you know whether it was so or not?—I do not know. These are the only ones I know of.

5576. You do not know at all what their origin was. You do not know what made Lord Dunraven at that time introduce the system?—It was by way of a mortgage I presume, money borrowed, and a lease granted for lives at a nominal rent.

5577. That is to say, that he took a fine and then let the land at a very small rent?—Exactly; he took a fine, if you call it that, at the beginning.

5578. Yes, precisely, at the beginning?—There was nothing paid afterwards on the termination of the lease.

5579. But if it had been renewed, in the same way there would be another payment for the next 30 or 40 years or whatever it was?—Yes; but the thing was dropped entirely.

5580. Going back to the system, you have no knowledge at present as to what was the origin of it?—No.

5581. Would your records enable you to go back and to say how long it had been the habit on the estate?—Oh, certainly, we should have a record of the farms before the actual lease.

5582. Would it give you much trouble to ascertain in a few instances whether any particular farm had been held from generation to generation under this same system, and when the system began?—No.

Mr. *Seebohm*—continued.

5583. I should be very much obliged if you would take a few instances and give us that information?—I shall be most happy to do so.

5584. Then these leases for lives that I have seen belonging to the district in Gower contain certain points which look very much like the same points as the copyhold system, for instance heriots, and certain restrictions against the felling of timber, and things of that kind. Do you know at all whether your estates for lives had any of those incidents?—I cannot say; I should not think they would be allowed to fell timber.

5585. I should be very much obliged if you could ascertain how far back that principle had gone on your estate, if it would not give you too much trouble?—I shall be happy to give it you.

5586. These copyhold farmers of course have the full right of selling their holdings?—Oh, yes.

5587. And they are very nearly, I think you say, of the value and of the character of freehold holdings?—They always fetch the same price at public auction.

5588. Because the incidents to them are so very good. Do you know whether those incidents have been changed recently, or whether they are the ancient custom of the manor?—The ancient custom, I take it.

5589. I think you have not told us what the fine was on death. Are there any heriots or payments on death?—There are heriots on death, heriots of the best beast.

5590. Does this represent the old original heriots of a very long time back?—Yes.

5591. Do you think it is at all probable that these tenants from year to year who had previously had leases for lives were in previous ages copyholders, who had in that way become enfranchised?—I cannot tell.

5592. You have no record of that time?—No.

5593. They are looked upon as tenants of land which is the freehold of Lord Dunraven?—Certainly.

5594. And the others are on what is called copyhold?—Some of it may be copyhold of Lord Dunraven, copyhold of his own manor, some of his own property, I mean.

Professor *Rhŷs*.

5595. What is the practice on your estates with regard to credit for tenant's rent. What credit do you give the tenant for his rent?—Six months. We collect in August and February the rents that are due the previous six months.

5596. How do you find that work?—I suppose that is to the advantage of the tenant?—Yes, I suppose it is to his advantage to get six months credit, and it is advantageous to him in this way. When a tenant goes into a farm he has heavy expenditure to make; he has to pay the bill for his ingoing and he has also to purchase implements; for that he has to provide money. Practically at the commencement it would be a year before he paid any rent. If he took a farm on the 25th March he would not be asked to pay any rent for that farm until the following February, the latter end of February, so he would get a 12 months' credit.

Professor *Rhŷs*—continued.

5597. I see that exactly in the case of a new tenant, but as your tenants go on from generation to generation, so to say, the occasion does not arise so often?—No.

5598. Then what is the advantage of it in that case?—Well, I suppose it really makes no difference as time goes on.

5599. Do you often have applications for laying arable land down in pasture?—No.

5600. Do you have any applications of that kind?—I think we have had applications, but it is generally done without applying.

5601. Do you allow anything towards it?—No.

5602. You are not asked to allow for the price of the seeds, for instance?—I think we have done that in one or two cases, but not habitually.

5603. It is not a rule, I mean?—It is not a rule.

5604. You have been, I think, 15 years in connexion with this estate. You mentioned the abatements of later years. To what extent have rents been raised in past years?—Not at all, except the cases of these leases for lives which have fallen in; but as I said before they were held at a nominal rent.

5605. What would you say would be the average rent on the estate per acre?—It is so hard to say. It is 24,000 acres; and it is 10,000*l.* a year. That is rather under 10*s.* an acre.

5606. Tell us, for instance, what would be the average rent of what you consider your best land. You might make several categories, no doubt, of the land of different tenants?—Yes. Of course we have some that is not worth 6*d.* an acre. We have other land that is worth 1*l.* or 2*l.* It is impossible to give an average price.

5607. Where would the land worth 2*l.* an acre be mostly—near a town?—Near a town good pasture land near a town. Accommodation land runs up to 5*l.* an acre near a town of course.

5608. Lord Dunraven has had something to do with the Ecclesiastical Commissioners in connexion with this estate?—Yes; we purchased a water right at Aberthaw some few years ago in connexion with the Ecclesiastical Commissioners, and also in connexion with them spent a certain sum of money in carrying out drainage operations on the Flemingston Moors. That has had the effect of saving this valuable pasture—rich moorland ground—from flooding, and this year it has been an immense benefit to the tenants.

5609. The Ecclesiastical Commissioners do not do anything of that sort themselves?—We did it together, but we were the large owners: they were on one side and Lord Dunraven was on the other. I think we spent about 900*l.* between us. I may say nothing was ever charged for that to the tenants.

5610. Now with regard to an outgoing tenant. Does it often happen that an incoming tenant

Professor *Rhŷs*—continued.

finds the fences and the farm generally in a state in which they ought not to be?—Yes, we often have complaints, and have to make some compensation to the incoming tenant on account of the bad state of repair of the fences

5611. But is not there an anterior stage to that? Do you not warn the tenants in advance as to the state of their farms?—Well, we do not know of it.

5612. What means do you take to get them to keep their fences and the land in a proper state?—We do not know that their fences are out of repair.

5613. I think you spoke of some purchases of land having been occasionally made in your district by farmers or by small men?—Yes, farmers have purchased land.

5614. How have those purchases generally turned out?—That I cannot say.

5615. Are the purchasers as well off or better off than your farmers?—I really do not know.

5616. Have they made any of those purchases lately within your time?—I have known several farmers who have bought land at public auction as an investment for their money.

5617. But do you know how that has answered?—I do not know at all. Of course some of them keep it in their own hands and others let it out. I really cannot say anything about it.

5618. In some parts of the country we hear a great deal about their being worse off than tenant farmers; perhaps you have not heard anything of that sort?—No. We have one case where we purchased from a small freeholder and kept him on as tenant, and I think his position was better after he became our tenant.

5619. What was the reason of that—that he had borrowed money?—He had borrowed money, and the charges he had to pay on his mortgage were heavier than the rent.

5620. The cottages for your labourers are mostly in the villages?—Yes.

5621. Do they have gardens to them?—Oh, yes, in every case.

5622. About what extent of garden should you say?—I should say about 30 to 40 perches—somewhere between 20 and 40 perches.

5623. Do any of them, so far as you know, wish to have larger holdings?—No, I think not.

5624. There is no desire of that sort?—No, I think not—not on the part of the labourers. They have sufficient garden accommodation, as much as they can cultivate in their spare time.

5625. You say about 40 years ago there was a large exodus of the working classes from your district?—Yes, particularly from the village of St. Bride's Major. There was a large exodus to Salt Lake City. I think they went to join the Mormons, on religious grounds.

5626. Could you assign any reason for this particular creed taking at St. Bride's Major?—I do not know at all. I cannot myself speak to what happened 40 years ago.

5627. But you must have heard a good deal about it?—Yes. I really cannot tell you.

Professor *Rhŷs*—continued.

5628. You mentioned here a suggestion that "farmers should be relieved from excessive "rates." Would you mind telling us a little more about that? What do you suggest?—It is hard to suggest in what way it could be done. If the farmer had less to pay it would certainly relieve him.

5629. Some people suggest that the land does not pay its full share. You do not agree with that view?—No. Some people suggest that the entire rent should go for the purpose of rating. I do not agree with that.

5630. But what would you suggest. Would you give us a little more detail: for instance, one could not get rid of the poor rate?—No, but you could assess it in a different way. Now we will take the case of a large tradesman: he is assessed at no higher rate than a farmer, and his weekly turnover would be just as much as the farmer's yearly turnover, and yet he pays practically the same rates; in many cases not so much.

5631. You would have them assessed differently from what they are now?—Yes.

Sir *John Llewelyn.*

5632. I wanted to ask you your opinion about the Glamorganshire custom. The landlords are satisfied with it?—Perfectly.

5633. We have plenty of evidence of what the tenants think about it?—The tenants are satisfied with it.

5634. With regard to Lord Dunraven's property, a great deal of it is arable?—Yes, a great portion of it.

5635. And there we know the custom applies?—The custom applies there.

5636. Does the custom apply to his hill farms?—I really cannot tell you. I think not; that is entirely sheep pasture. They have no arable land at all.

5637. Does it apply in the Gower farms?—No; there is a different custom. There is a custom for the west of Glamorgan.

5638. Do you know anything about land tenure in England?—No.

5639. Then you could not tell us whether there were any grounds for differentiating land tenure in Wales from that in England?—I do not know of any.

5640. Except the custom?—Yes.

Mr. *Brynmor Jones.*

5641. I think you told us that these Glamorganshire estates of Lord Dunraven's were very scattered?—Yes, very scattered.

5642. Can you tell me how the estate came to be formed? Was it purchased by Lord Dunraven or his predecessors in title all at once?—Some parts of it have been inherited by Lord Dunraven and his father and grandmother.

5643. Of course you cannot speak from your own knowledge but you can speak, perhaps from knowledge which you have gained as agent as to how the estate was formed. Was it by buying up gradually the property of smaller

Mr. *Brynmor Jones*—continued.

holders of land?—It was formed by marriages, I fancy, going back to a remote period. I think different heiresses brought their properties into one.

5644. As I understand it then, as far as your researches extend, the estate has been gradually formed; partly by purchase, partly by marriages, and so on?—Yes.

5645. About how long has the estate been of the extent which it now assumes?—About 120 years. It has been exactly the same but for some recent purchases.

5646. Have those recent purchases been extensive? I am not asking in detail.—No, not very extensive.

5647. You think it is about 120 years ago, that this aggregation of property assumed its present size and circumstance?—Yes. Some of the property that belonged to it 120 years ago has been sold, but speaking roughly, it is practically the same now as it was then.

5648. Were the manors bought out and out, do you think, at any time?—I cannot say. I expect they have belonged for very many years. I could not tell you anything about them.

5649. Has there been any general valuation or re-valuation of the estate in the present century?—In 1877 there was a valuation.

5650. That is the one you mentioned. When was the one before that, do you think?—Oh, I do not think that there was one. I do not suppose there was one.

5651. Are there any complaints as to a want of allotments at St. Bride's?—No.

5652. Have no complaints come to your notice?—I think we offered some: we offered a field for allotments, but I do not think we had applications for it from labourers.

5653. Where was the field situated?—The field was situated midway between the villages of Southerndown and St. Bride's Major.

5654. How far from where the cottagers would be living?—Three-quarters-of-a-mile, I suppose.

5655. Have the cottagers in St. Bride's Major good gardens or not?—All of them have good gardens.

5656. What do you call a good garden?—A garden of about 20 to 30 perches.

5657. Those are held, I think you said, chiefly from the farmers, are they not?—Yes.

5658. Not direct from Lord Dunraven?—Quite so.

Mr. *Richard Jones.*

5659. Are you able to go back in the history of the estate 40 years? I see, according to one statement, you say that 100,000*l.* has been spent on the estate during the last 40 years. Are you able to speak to that?—Certainly I am, by the accounts.

5660. How does the present amount of rent compare with the rent 40 years ago?—It is just about the same, except for the reductions that have been made and the abatements that have been allowed I should say it was larger,

Mr. *Richard Jones*—continued.

because a full rent is charged now for those farms that a nominal rent was paid for formerly; the ones that were held on life leases, which I spoke of before.

5661. Has Lord Dunraven a home farm?—Yes.

5662. Does this 100,000*l.* that has been spent on the estate include the money spent on the home farm?—I do not think anything has been spent on the home farm during the last 40 years.

5663. Nothing of importance?—No.

Lord *Kenyon.*

5664. I suppose the accounts of the home farm would be kept separately, would they not?—Yes.

Mr. *Richard Jones.*

5665. There is one question again. You say that down in Gower, and on the Gower estate, the tenants are allowed to kill rabbits and game in general; why is this distinction made on the Gower Estate?—They asked for it.

5666. Why?—I do not know why. They wished to have the shooting, I suppose. They preferred having it in their own hand.

5667. Would you be ready to grant it on the other estate if they asked for it?—I think Lord Dunraven would like to keep the game in his own hands near Dunraven Castle and near the preserves; I do not think they would ask for that. There is no game on any other part of the estate except those two places, Coity and Dunraven.

Mr. *Brynmor Jones.*

5668. Is Coity a parish?—There is a village of Coity, situate in the parish of Coity.

5669. Then there is a parish of Coity?—Yes; Bridgend is in the parish of Coity.

5670. Do the two manors, Coity Anglia and Coity Wallia form the whole parish, do they divide the parish into two?—Yes, and part of other parishes as well. The parish of Coychurch is in the manor of Coity Wallia chiefly, I think, and the parish of St. Bride's Minor.

5671. Coychurch Higher, and Coity Higher, and Coity Lower?—Coity Lower is in Coity Anglia, and some parts of Coity Higher are in Coity Anglia and part of Coychurch.

5672. In what land division was Coity originally as far as the documents enable you to form a judgment? What particular division or apportionment was called Coity, so far as you can tell from your documents?—I do not know.

5673. Do you find between the two manors of Coity Anglia and Coity Wallia any difference of custom?—No.

5674. Have you any explanation that you can suggest as to the difference of names?—No, I really have not.

5675. Why one is referred to as English and the other as Welsh?—I do not know.

5676. None of the documents that you have seen throw any light upon the matter?—No.

Mr. *Seebohm.*

5677. There is one question that I wanted to ask. In the last of the four manors that were mentioned, Penlline; I think you stated that the custom of gavelkind was in force?—Yes.

5678. Does that mean that the farms have actually been divided amongst the sons, or that the family holds together?—They can do what they like with it.

5679. Do they generally sell?—I do not know, really; we do not deal with it; we have nothing to do with the manor of Penlline.

5680. Would you find in that manor that the land was more subdivided into smaller holdings than in the manors where, for instance, the younger son inherited?—I do not know.

5681. You have not noticed anything of the kind—any difference?—No.

5682. Then, having on this estate the two classes of landholders, the copyholder who is practically an owner, and the tenant who is only a tenant from year to year, we have, it seems to me, rather an interesting point of comparison between the two. Of course, the copyholder is practically a large peasant proprietor. Now, would you say that your experience was that copyholders who are thus proprietors, are better off than those who are only tenants from year to year?—Yes, but I would not call a copyholder a peasant proprietor at all.

5683. He is too big to be called a peasant proprietor?—Yes; there are many very large estate owners, part of whose property is copyhold; Lord Dunraven's amongst the number.

5684. But still, the copyholder, who is a farmer who pays rent to himself, who simply pays his tithe, is very much in the position of the owner of his farm as I understand?—Well, I do not think every copyhold tenant occupies the land himself.

5685. It is let?—It is let. I should think it is a very rare case for the copyhold tenant to be the agricultural holder of the farm.

5686. It really is that the land is some of it copyhold and some of it freehold, but it is dealt with very much in the same way—it is all in the hands of tenants?—Exactly; no difference is made.

Mr. *Griffiths.*

5687. You say the estate you represent was re-valued in 1877?—Yes.

5688. By whom was that valuation made, can you tell me?—By Mr. David, of Llandaff.

5689. A local man?—Yes.

5690. Is he in the habit of valuing land in that district generally?—Mr. David is not alive now, but at that time I suppose he was the chief land valuer in Glamorganshire, and the man of the greatest experience, I should say, in Glamorganshire.

5691. Had the tenants any voice in the appointment of the valuer when the estate was re-valued?—Oh, none at all; they did not know it was going to be done even.

Lord *Kenyon.*

5692. It was never acted upon?—It was never acted upon.

Mr. *Griffiths.*

5693. On what ground was it not acted upon?—I do not know on what ground. I suppose Lord Dunraven did not like to raise the rents.

5694. He considered himself a better valuer than the gentleman he employed?—Well, I really do not know. I do not think he would have employed a valuer if he thought he was as good a valuer himself.

5695. Do you not think a valuer employed by a gentleman is more likely to try to please him than the tenant?—I should think not—a fair valuer. A valuation is not a question I should think, of pleasing anybody, but a question of ascertaining what is the value of the land.

5696. Why should it not be done in the usual way—for the tenant to appoint one valuer and the landlord another, and, if they cannot agree, to appoint an umpire. Do you think that would be a reasonable way?—Yes, it would have been very reasonable if the tenants had been agreeable to abide by the valuation.

5697. Then you speak with regard to the lowering of the rents. You have given abatements for several years on the estate, have you not?—Yes, since 1885.

5698. Why not give them a permanent reduction for so many years, and they would be able to have their rates reduced by your so doing, whereas as it is they cannot?—It would make a little difference on the rates they pay I admit.

Lord *Kenyon.*

5699. You said that some recent purchases had been made. Can you tell me what percentage the rent bears on the purchase money?—I really could not tell you.

Mr. *Brynmor Jones.*

5700. I have here "A Booke of Glamorganshire's Antiquities," written by Rice Merrick in 1578, and edited by the late Mr. J. A. Corbett—I daresay you will have seen it or know something of it?—Yes, I have heard of it.

5701. Coity is referred to as one of the lordships of Glamorganshire. Do you know whether any of the documents in connexion with these manors have any reference to the court of the lordship?—I do not know.

5702. Have you ever come across this spelling, "Tercoity"?—No.

Chairman.

5703. There are several questions handed in from Mr. Vincent. The first is, "What credit "is given for the rent"?—Six months credit.

5704. "What is your opinion of the pre-"ferential claim for rent and its effect upon "the tenants"?—The preferential claim of the landlord?

Chairman—continued.

5705. Yes?—I think it is advantageous for a tenant in many cases. A tenant may be badly off and have a difficulty at the time of paying his rent, and the landlord who has a preferential claim would let his tenant get into arrear to a certain extent, which may tide him over a bad time. If the landlord had not this preferential claim he would certainly insist on the rent being paid directly it was due. He might even ask for it in advance.

5706. "Can you give particulars of a joint "improvement effected by Lord Dunraven and "the Ecclesiastical Commissioners"?—Yes, I think I have given all particulars of that.

5707. You can hand that in?—I have given the particulars in my evidence.

Chairman—continued.

5708. "Are improvements made by tenants "as a rule"?—Never. I may say no tenant ever makes an improvement.

5709. "Have you ever heard of tenant's "interest of which the tenant has a right to "dispose"?—No.

5710. "What do you think would be the "effect if such a right existed"?—We certainly do not recognise any right such as you speak of, and I do not think it would be a good thing. I think the landlord would have less interest in his property, and that he might often have to accept a tenant who would be objectionable to him or a tenant who certainly would be undesirable from his point of view, but against whom he could bring no reasonable legal grounds of objection.

The witness withdrew.

Adjourned for a short time.

Mr. EDWIN W. M. CORBETT called and examined.

Chairman.

5711. You are surveyor to the Bute estate, and your evidence refers principally to the Glamorganshire portion of that estate, of which the area is 22,000 acres?—That is so.

5712. And the estate is situate in or contains several manors?—Yes, the Manors of Llandough and Cogan, Glynrhondda, Miskin, Pentyrch and Clun, Senghenydd, Ruthin, and that of Lystalabont.

5713. We have heard a great deal about your squatters' cottages. Would you like to tell us anything about them? Do you believe they have been dealt with in accordance with the Act?—Where the commons have been enclosed the squatters and others have been dealt with in accordance with the Enclosure Act. Two commons have been enclosed in my knowledge, Hirwain (Award dated November 17, 1869), and Coedpenmaen (Award dated November 2, 1861).

5714. As regards differences of creed, politics, or language, there is no inquiry made or account taken of them, I suppose?—Oh, no, we are perfectly ignorant of them.

5715. Then about Lord Bute's agent; has he any special training?—Yes I should like now to express my regret that my father, who is the principal agent, is unable to be here; he is an old man, and in rather failing health, and is quite unable to come before the Commission. He has been agent for more than 50 years, and he had a special training for it; he has since practised farming on his own account and managed the home farm; he has considerable knowledge of agriculture. I am very sorry that he is not here himself to-day, but it is quite impossible.

5716. Will you tell us under the head of "Occupation" the date of entry for land and houses?—The date of entry for land is the 2nd February; for the house, the May following. The sitting tenant keeps the house and the field and such portion of the buildings as are necessary for the cattle that he may keep till the May following. That is only by the custom of the country.

Chairman—continued.

5717. Have you yearly tenancies on the estate, or leases?—Entirely yearly tenancies, we never heard of leases.

5718. And as regards changes of tenancy, are they frequent on the Bute estate?—No, very rare; and, as in the case of Lord Dunraven's estate, they nearly always go to members of the family; it is practically a succession.

5719. Have you ever known any cases of hardship complained of?—No. I may say there is a most excellent feeling between the tenants and the agents of Lord Bute.

5720. Now about the question of tenancy, can you produce the common form of agreement?—Yes, I have handed that in.

5721. Have you many penalizing clauses in them?—There are clauses to prevent ploughing up of pasture. Then, the tenant has to consume on the premises all hay and clover and so on. I think it is a very usual form of agreement.

5722. May the tenant sell straw?—Not without bringing back manure equal in value.

5723. And there is free cultivation?—Yes; there is nothing said about the four-course system or any special system, but the tenant is to manage the land "in a good and husband-like manner;" and again, "not to mow any portion "of the meadow or permanent pasture land "more than once in any one year."

5724. Are your rents higher in the small farms than the big ones?—I do not think they are for the land. Of course, with a small farm it has got to have its homestead, and so naturally the total rent must be higher per acre to make it equal; but per acre of land, taking land alone, I do not think there would be any difference, as

Chairman—continued.

far as one can tell. Rents vary very much, and it is very difficult to say exactly.

5725. What is the rent on the estate—what does it run from?—It runs from 6*d.* to 2*s.* in the hills, to 1*l.*, and in some cases more, close to the towns; but the hill farms and I should think the majority of the land in the hills would be 10*s.* to 15*s.* an acre, and the land in the Vale is about 1*l.*; I should think it would average under 1*l.*

5726. Has there been any increase during the last 50 years?—No; there has been no change at all during the last 50 years, either increase or abatement of the rents. Rents are considered to be fixed very low, and we have made no abatement and made no increase. I am speaking generally. Of course, there have been one or two cases of alterations of rents when new tenancies have been entered into, and perhaps when extensive repairs have been done, or something of that sort.

5727. Who pays the tithes?—The landlord pays the tithes now.

5728. And the land tax?—The tenant pays the land tax.

5729. And the local rates?—The tenant pays the local rates.

5730. Is there any allowance from the owner towards these local rates?—There is an old allowance of 2*d.* in the £; that was made by the late Lord Bute.

5731. What is the size of the farms; what is the average?—They vary very much again. We have a farm of 1,200 acres of rough hill land in the hills; but I think the average would be from 100 to 150 acres.

5732. Is there any scarcity of labour?—I believe there is at times. Certainly last year labour was very scarce at the hay-making time; but that also varies as the works are prosperous or otherwise.

5733. Do you contract out of any portion of the Agricultural Holdings Act?—Only the clause relating to notice to quit, clause 33.

5734. You have got a custom of the country?—Yes.

5735. Which is better than the Agricultural Holdings Act?—So it is generally admitted, I think, by everyone.

5736. When he leaves does the tenant obtain full compensation?—Yes.

5737. As far as the game is concerned, is there much trouble?—No; the only part that is preserved is about the village of Llandough and Leckwith, also at Llantrissant, and to a small extent at Llanishen; and there the tenants have always been accustomed and used to it, and there are no complaints.

5738. Have you any small freeholders, men who own their own land?—I have no doubt there are, but I do not know much about them. There are a few, but I think they are decreasing. They are very much in the habit of selling now; they get very good prices.

5739. As regards labourers' cottages, are they very good on Lord Bute's estate?—I think they are fairly good cottages; the newer ones we have built are very good. Of course, some of the old ones are the old-fashioned thatched cottages.

Chairman—continued.

5740. Can you tell us anything about the wages?—I have information from one or two tenants, but I think I had better say that I do not know about that. I think it would be 1*l.* a week without the cottage.

5741. You say the cottage accommodation is improving?—Yes.

5742. Have they any land besides their garden ground?—No.

5743. No small holdings; no allotments?—No, there are no small holdings.

5744. Is there any demand for allotments?—We have met it where there has been a demand. There has been near the colliery villages and towns some slight demand for allotment gardens, and we have supplied them.

5745. Do they hold the cottages direct from Lord Bute or do the cottages go with the farms?—They go with the farms to a great extent, but there are a good many cottages held direct from Lord Bute, particularly in the villages of Leckwith and Llandough; there are a good many cottages there.

See 1–158 25,673, 26,731.

5746. Now I should like you to go to the statements made to the Commission by Mr. Edward John of Cowbridge. Do you wish to say anything about them?—I received a letter this morning saying that you would wish me to give you a written explanation of that matter; that letter was sent to my office in Cardiff on the 4th July, and if I had been at home I should have had plenty of time, but as a matter of fact it was forwarded here. I did not go to my office here yesterday, and I only received the letter this morning. There has been no time for me to prepare a written statement, but I can give you a verbal statement.

5747. Will you tell us if there are any remarks you wish to make?—Mr. John seems to have wished to represent to the Commissioners that the land sold was held on chief or manorial rents. Of course that statement I do not suppose had any weight because it would be manifestly absurd that Lord Bute could sell land held on chief rents or manorial rents. As a matter of fact the pieces of land sold were freehold, exactly the same as any other portion of Lord Bute's Estate. They happened to be small pieces and they were sold principally for the reason that they were a long way from the centre of the estate—detached pieces—let at very low rents and really the rents were hardly worth the expense of collecting; so it was determined to get rid of them; to sell them; but when they were sold the tenants in every case had the first opportunity of buying them at a fair and moderate valuation. Nothing like the price they would probably have fetched if put up to auction, was put upon them. They were offered to the tenants and in a very large number of cases—I think about half the cases—the tenants purchased by private treaty before the sale. Then Mr. John in answer to question 13 said, "For a number of years squatters, as we "call them, had enclosed portions of land

Chairman—continued.

" abutting on commons, or portions of the " commons, for which they paid a chief rent for " a number of years. These enclosures have " not taken place recently, but they have been " held by some owners or different owners for " a great number of years, and during the last " four years to the surprise of everybody the " lord of the manor took and sold the whole of " the squatters' cottages and the enclosures— " honestly speaking, he confiscated the whole " lot of them in this immediate neighbourhood." He says somewhere—I do not know exactly where it is—that they thought they were their own pieces, but as to that I wish to say that where houses have been built on the plots, in every case except two (and I think there were altogether twenty-three cases), they were held on lease or had been held on lease.

See 25,686. 5748. I think you are referring to his answer to Question 118, where he says:—" It was the " general impression and opinion at that time " that there was a great hardship inflicted upon " these people, who really thought they were " the owners of the cottages and enclosures at " the period that they were sold by the lord of " the manor; there was a great deal of talk " about it at the time"?—To show that they could not have thought so, these pieces of land were at the time, or had been held upon leases which distinctly showed that they would have to give them up at the expiration of the leases, all but two cases; there were two cases in which it was not so. Then in other cases, again, the rents had not remained the same; they had been changed; the tenancies had been changed. I find in several cases the pieces of land were held by the adjoining owner, not by the people who had really enclosed them. Then as to being squatters, some were, no doubt, what might be called squatters, but in other cases Lord Bute had held property adjoining, and when the property adjoining had been sold, about 60 years ago, these pieces had been retained for some reason or other, possibly political reasons. I do not know what reason it was, it is so long ago. Then as to the people who are called squatters, I do not think that is a proper name to give to them. Lord Bute claims, and we believe with perfect right, to have the power as lord of the manor to let such pieces of the waste of the manor to people who are willing to build on or enclose them as he thinks proper, provided that he leaves sufficient of the common open for the commoners as pasture. The measure of what is sufficient to be left open is whether the commoners object to the enclosures being made. If they did not think sufficient was being left they very soon would object, and in the past a lot of these pieces were let in that manner.

5749. Then you do not admit that any of these persons whose land was sold had any right or claim to consider that land their own?—None whatever, the statement is absolutely unjustified.

5750. How many plots were sold?—Sixty-nine.

5751. How many were leasehold?—Twenty-eight.

Chairman—continued.

5752. What were the remainder?—The remainder were annual tenancies.

5753. Then a statement was made by Councillor H. S. Davis and Mr. Thos. Williams as to working quarries at Coedpenmaen?—Coedpenmaen common was enclosed under the Enclosure Act. The minerals were reserved to Lord Bute as the lord of the manor, with perfect right to work them on paying compensation for damage done to the surface. In this case referred to by Councillor Davis and Mr. Thomas Williams compensation was claimed; it was land allotted to the overseers, and I think is now in the hands of the Local Board of Health for a public recreation ground. They appointed a valuer and claimed compensation for that; the compensation that that valuer agreed upon was paid.

See 2012, 2026, 25,395, 26,800.

Professor *Rhŷs*.

5754. You said that the tithes were paid by the owner. I am not quite sure that I understand that. Is there anything claimed from the farmer in the way of additional rent?—Yes; simply since the passing of the Tithe Act you mean?

5755. Quite so?—The rent has been increased by the amount of the tithe. It is a fixed increase and will not vary with the tithe. We took it as it stood at the time.

5756. And with regard to the land tax?—The tenant pays the land tax.

5757. Is that allowed by the landlord?—No.

5758. It is not the same as with the property tax?—No, the property tax, of course, has to be.

5759. I think you said that the freeholders in your district were rather decreasing in number?—Yes, that is so.

5760. Would you give us your opinion why?—Because it is well known in our district that when land is put up to auction very good prices indeed are got for it. There are a number of people who have made money in the coal trade and other businesses who are anxious to acquire little bits of land to live upon or to hold for some reason or other, and so they can do better with it by selling it than by keeping it.

5761. I think you said that you have been building a good many new cottages on the estate lately?—Perhaps I am wrong in saying a good many; we have built some.

5762. Would you mind giving us a description of a cottage of the new kind—the latest kind that you have built?—Yes; there would be a good big living room in front and back kitchen and generally a little wash-house outside to keep the steam out of the house, and three bedrooms.

5763. Are these let to the labourers chiefly?—No, the new ones we have built are generally let with the farms, built at the request of the tenants who have been short of cottage accommodation, but there are old cottages in some of the villages that are let direct.

5764. But the new ones are let by the farmer?—Yes.

Professor *Rhŷs*—continued.

5765. Do you think that is a better arrangement?—Oh, yes, I think so certainly.

5766. What are the old cottages like?—They vary very much indeed; they are the old-fashioned thatched cottage with perhaps a couple of bedrooms, but the roof is very low as a rule.

5767. I take it you do not build any thatched cottages now?—Oh, no.

5768. With regard to the depression and the difficulty with regard to agriculture generally, have you any remedy to suggest?—Oh, I dare not take upon myself to do that. That is a thing that is puzzling the greatest statesmen of the time, and it would be a piece of impudence on my part, I think, to suggest anything at all.

Mr. *Grove.*

5769. Would you consider, generally speaking, that the cottage accommodation is sufficient upon the farms?—Yes, I think it is.

5770. Would you tell us, for instance, what cottages for labourers there would be on a farm of a certain size. Suppose you take a farm of 200 or 500 acres?—No, I am afraid I could not do that, it varies very much indeed. Some are no doubt better supplied than others, and, of course, it depends on the cottage accommodation in the locality, whether cottages can be got apart from the farms. It is almost impossible to say.

5771. Quite so, but are there not cases where you would have farms of 200 or 300 acres without a cottage at all on them?—There would be in the hills. In the hill country they do not require cottages so much; they do not want a great deal of labour (it is mostly sheep-farming), and what labourers they have live in the houses very often, or in some of the places about.

5772. Then I would like to hear what you have to say about the proportion or the amount spent upon repairs?—I am glad you have asked that question. I find that taking the land let to agricultural tenants on Lord Bute's estate, not considering the land let to colliery proprietors and ironwork proprietors, which is a large area, there are 12,500 acres approximately, let to agricultural tenants, the rental of which is 6,600*l.* The repairs during the last five years have been 16,904*l.*, making a yearly average of 3,381*l.*, or practically half the rents. That gives us a rental of about 10*s.* an acre all over the estate, and deducting repairs about 5*s.* 3*d.*

5773. Could you define the way in which that money has gone. Has it gone in repairs generally? Are there any new farm buildings, or can you analyse it in any way?—Yes, I think so. Generally it has gone in repairs pure and simple, but there have been cases of new farmhouses being built and new cottages being built. I find I have here a list of the amounts spent on the different farms, but it does not say for what purpose.

5774. You speak of new farmhouses and new cottages; would there be any new farm buildings for the accommodation of the tenant farmer?—Oh, yes, in some cases.

5775. New?—New, and extensions of old ones.

Mr. *Grove*—continued.

5776. As well as general repairs?—Yes.

5777. You also say that a very large amount has gone in repairs. Would not that rather indicate that the place has been allowed to go very low before you took it up?—No; I am afraid it is very much the average of the last 50 years.

5778. Very much the average, you think?—Yes. I think it is perhaps fair to explain that we have bought considerably lately, and we have found the places that we have bought in bad repair. That qualifies what I said to a small extent, but that is all.

5779. Those that you have bought in that condition are included in this total?—Yes, we have not charged any more rent in those cases where we have put them into good repair.

5780. Then it would appear from your statement that your repairs are about 50 per cent. of the rent?—Yes, that is so.

5781. Would you consider that something like an average in the district?—I really do not know what other people spend. I heard Mr. Randall's evidence that theirs was about 25 per cent.; I think we have the reputation of doing repairs rather liberally.

Mr. *Seebohm.*

5782. A portion of it probably would be what might be called capital expenditure?—Capital expenditure without any return in the shape of increased rental.

5783. You stated, I think, what we have had in evidence from other quarters, that almost all the tenancies are from year to year?—That is so.

5784. And it is in reliance on the special custom that that becomes a good arrangement?—Yes.

5785. At the same time, I suppose, you agree with the others that the farms go from father to son for many generations?—Yes, to a great extent. I may say we always consider first the relations, either the son or other relations, of the sitting tenant in making a new letting.

5786. Have you records which would show what the last witness showed, that about a hundred years ago there were leases for lives?—I do not think so of farms, but I do not speak very positively. The records that we have immediate access to go back about 70 years, when the survey of the estate was made, and I do not think there was any land then held on lease; there may have been little bits here and there on short leases, but the general rule 70 years ago was at will.

5787. So that you think tenancies from year to year have been the rule for a long time?—Yes, for a very long time on the Bute estate.

Mr. *Richard Jones.*

5788. Is there any credit given to the tenants on Lord Bute's estate?—The rents are collected in June and December which are due in February and September.

Mr. *Richard Jones*—continued.

5789. You did not enforce that clause in the agreement then?—The clause as to the rent not being paid for 30 days, you mean?

5790. Yes?—No, that is never enforced. That the solicitors advise us is a necessary clause in case of the tenant getting into hopeless difficulties; it is a protection more against his creditors than against himself.

5791. I see you have written opposite the sixth clause here, "This is never strictly en- "forced, the landlord supplying the gates free "of cost"?—Yes, we do.

5792. Has it been the habit to enforce that clause, or what could have been the object of inserting it?—I really do not know why the word "gates" was put in, because we never use them. The clause says that when new gates are required on the premises the tenant shall procure them from the landlord, who agrees to supply them at cost price. As a matter of fact we have always supplied them free—always; and I cannot explain why it is put into the agreement, I must admit. This particular clause might have been copied from an old form and not noticed. There is no object in it whatever. And I may mention with regard to the next part, the haulage, it is very rare for the tenant to do any haulage. We generally do it ourselves.

5793. In cases where the tenant does the haulage do you make any addition to the rent when you carry out repairs?—We very seldom make any difference in any case to the rent on account of repairs. It would be only under some extraordinary circumstances where a man wanted something for buildings that were really not required for the holding, and we might say, "Very well, we will put them up for you if "you pay us whatever the cost is." We have done that in one case to my knowledge near Cardiff.

5794. Have you had a good many applications for extension of building. You must admit that the character of farming has changed a good deal of late years; there is more stock kept. Have you had a good many applications of late years to make additions to farm buildings?—Yes, I think I may say that we have.

5795. You meet the wishes of the tenants in that respect?—Yes, as far as we can within reason. Of course there are cases where they are very small holdings, and where, if we were to spend the money that we were asked to spend on repairs, we should simply get no return at all. It is a very difficult question with a farm building and houses on a small holding, because you cannot get rent to pay any return for what you expend.

5796. I see, according to clause 5, the tenant is not "to mow any portion of the meadow or "permanent pasture land more than once in "any one year." Would you enforce that clause in a year like this?—No, I do not think we should in a year like this. I am afraid he will not get a chance of mowing it once in many cases this year. In fact, I do not think we should enforce it in any case unless a man made a habit of doing it, and was really injuring his land, or likely to be leaving.

Mr. *Richard Jones*—continued.

5797. What is your impression as to the character of the farmers on Lord Bute's estate, are they thrifty and hard-working people?—Yes, I have no hesitation in saying they are exceedingly. I have very great admiration for the Welsh farmers. They certainly are a hard-working, thrifty people, and we have between them and us the very best of feeling; never any grumbling or complaint, and altogether they are very well off.

5798. Do you encourage the breeding of better horses on the estate by providing entire horses for the use of the tenants?—We did get a big Clydesdale stallion down, and kept him for the tenants. They had to pay for him. They did not get him free. But it was not a success. I think he was too heavy for the mares in our district. They did not care about him. Also, we keep a good bull. I do not know whether you noticed, but we got the first prize at the Royal the other day, for a heifer bred by this bull, and fourth prize in another case; we got the first prize at Bath, in the West of England, for another heifer bred by him; and so on. We keep a first rate bull, but the tenants have to pay for the use of it. I do not pretend that we keep it for the tenants free.

Mr. *Griffiths.*

5799. May I ask what is the charge generally made to a tenant who wishes the use of the bull?—I am afraid I cannot tell you that.

5800. In your notes of evidence on depression, you state that the depression is counterbalanced by the increased cultivation. Would you kindly explain that?—It should be increased "population"; that is a mistake in the notes. Our land lies very much indeed in a colliery district; large colliery districts have sprung up requiring quantities of milk, cheese, and so on; and (this is only an expression of opinion), I think, that has to some extent counteracted the general depression. At any rate, farmers in our district have not felt the depression anything like it has been felt in England in the purely agricultural part of the country.

5801. It requires a good deal to counterbalance the present depression. That is what made me ask the question?—Yes, but I think you will find that as your inquiry goes on, in the immediate neighbourhood of Cardiff and the hill district about Cardiff, where the big collieries are, that the depression has not been felt to any great extent. Last year was a bad year; the price of mutton and sheep fell terribly, and I am afraid this year it will be equally bad.

Mr. *Brynmor Jones.*

5802. I understand you are a surveyor, are you not?—Yes.

5803. You so describe yourself. What kind of agency work do you do upon this estate therefore?—My business is more connected with the letting of building ground, the building ground part of the estate.

Mr. *Brynmor Jones*—continued.

5804. For building purposes?—For building purposes.

5805. That would be chiefly, I suppose, within the area of Cardiff or near by Cardiff?—Chiefly, and where there is any building going on in the estate, but of course I have given these notes of evidence after consultation with my father, and it is his experience I am using; not my own.

5806. Does your father, or do you on his behalf attend also to the agricultural portion of the estate, actually to it, I mean?—He attends to it; I assist him generally, and he has other assistants of course.

5807. You are not the solicitor to the estate?—No, my brother is.

5808. Are you the steward of any of these manors, or is he?—He is the steward.

5809. Would he attend before us at any time?—He may later on, but I am sorry to say he has had rather a severe illness and is at present incapacitated altogether from work, and I have not had the advantage of consulting him on several points in connection with these manorial customs.

5810. I may tell you at once that a good deal of the information that I should have liked to ask for in reference to what I understand to be the portion of the county in which the Bute property is situate would be upon matters as to which he, as steward of the different manors, could better give evidence than you yourself probably?—That would be so. I could give you some information upon it. I can tell you about the enclosure of these commons of Hirwain and Coedpenmaen if you wish.

5811. May I put a case to you, seeing that you can speak in reference to the relations of Lord Bute to the commoners and the people who are living within easy distance of the Common. Supposing a man were, with your consent, as agent, to build on a waste bit of property and that you having given your consent told him, "You will "be quite safe, but you must pay half-a-crown "a year rent." Supposing he built a cottage upon that; supposing a few years after that you, as agent for Lord Bute, sold the property over his head and turned him out, would that be a hardship or not in your judgment?—As far as I am aware such a case has never happened.

5812. That is not an answer to my question?—No; but it is a case that never would happen.

5813. I want your opinion upon the question whether it is a matter of hardship or not, because you have come here to say that certain evidence that Mr. John gave did not amount to any evidence of hardship as I understand?—I come to say that Mr. John's evidence is not the fact; I say he is mistaken in his evidence; he has not given us facts.

5814. Then let us proceed by steps. Mr. John's evidence was not only evidence of fact; it was evidence of opinion as well. Do you admit that the case I have put to you, if such an one had ever taken place, would be a case of hardship or not?—It depends to a great extent upon the number of years that the person had held the piece of ground. If a man had held the piece of ground for a sufficient number of years to recoup him for his building considering the small amount of rent he paid compared to the real value of the land, I do not think it would be a hardship; I think he would have nothing to complain about.

5815. But if he were turned out before he had recouped himself you think it would be a hardship?—Yes. If we had promised the man, "You "shall not be turned out so long as you pay this "rent," and we did not keep our word, and we did turn him out before he had had time to recoup himself, it goes without saying that it would be a hardship.

5816. But if you gave an absolute permission of that kind, it would be a hardship to turn him out at any time, would it not?—Yes, but such a promise is quite beside the mark, if you will excuse my saying so, because such a promise would never be given on such an estate as ours.

5817. I have not said yet whether it has been given or not, because I do not know. Let me read you the answer given by Mr. Daniel Jenkins: "18 years ago there was an old ruin "there, what they call the old turf house, and "they allowed a workman to build a cottage in "one of the ruins. He asked the consent of "the lord of the manor to build the cottage, "and he gave consent, and he had to pay a "rent of half-a-crown for the cottage, thinking "he was thoroughly safe of the cottage. In "about 12 or 13 years after he had built that "cottage it was advertised for sale here, with "several other little plots." Can you give any information to the Commission in reference to that incident mentioned by Mr. Daniel Jenkins?—Yes, it was not sold. See 1148-1163.

5818. He does not say it was sold. It was advertised for sale?—Then the hardship does not come until it is sold.

5819. Do you recollect that case of your own knowledge?—I do not recollect it of my own knowledge, but possibly the facts are as he says. I do not know that they are, and I do not know that they are not.

5820. He says it was advertised for sale?—It was advertised for sale.

5821. The next question is: "Was it sold?—"(*A.*) Several pieces, I have three pieces on the "farm myself—adjoining my farm a garden "and a piece of enclosure and two pig cots, "which my poor father had taken. He paid "for those; and those were advertised, but "unfortunately for them they had enclosed the "cottage in those pieces which belonged to my "farm, and I made that objection, and it was "not sold that day. In reference to this cottage "the parties went up to the agent, Mr. Corbett, "and he said he would consider the matter "afterwards, and it came before the leet court "at Llanharran, and the leet court said it was "very hard for them to sell that cottage after "the work and labour in building it, and they "granted that they should keep it in the life of "the man and wife—that is, David David and "his wife. I do not know what will become "of the property afterwards; it will very "likely be sold again"?—But he has got a little bit mixed, I think, in his answer. I think

Mr. *Brynmor Jones*—continued.

he mixed up the two things, and I can very well understand it. There was a case where a mistake had been made in the boundary and the piece was not sold on account of that. But it is not the case of the man in the middle of the common—David David—but refers to a distinctly different thing. As a matter of fact, when the facts of the case were brought before us it was not sold but it was reserved to the man and his wife for their lives, and I quite fail to see where the hardship comes in under those circumstances.

5822. It may be of course all wrong, and then upon this we want, if you will kindly give it to us, your knowledge of the facts of the case; that a certain number of people had built cottages upon waste pieces of land near this common or on this common, and subsequently they paid rent to the agent of Lord Bute, the lord of the manor, and subsequently the lord of the manor comes and sells these plots. I am not raising any legal question at all, you understand that?—Quite so.

5823. That is what Mr. John complains of as a hardship?—I know it is.

5824. Do you deny the facts or simply say that in your opinion Mr. John's views are wrong?—I deny his facts, and where he is wrong I specify the facts.

5825. I thought he was definite in his facts?—I have tried to explain the circumstances; in every case but two where there were cottages built the people had leases or had had leases of them. How could those people imagine they were their own houses when they held them under lease?

5826. Was it a lease granted after they had built. It may be quite consistent with their rights, but were the leases thrust upon them or not?—These leases were granted 70 years ago. I cannot tell whether it was before or after they had built. No one living now can tell; but we find they were held under lease, so that disposes of Mr. John's statement that they did not know that they were not their own.

5827. I understood Mr. John's evidence that these people were trespassers upon the waste of the manor?—I do not know that it would be right to say they were trespassers. As I have said before, the lord of the manor was advised that he had a right to let such pieces as he thought proper, provided he left sufficient for the commoners; and I do not know that they were any more trespassers than a man taking a plot of land in a town to build upon. It seems to me it is a similar case.

5828. If without any consent at all a man squats and builds upon the waste of the manor he is a trespasser, I suppose?—Distinctly so.

5829. I understood the case put by Mr. John was that?—Well, he did not know anything about it, he cannot know what happened 70 or 80 years ago, any more than anyone else.

5830. Then you do not know?—No, I certainly do not know.

5831. I thought a moment ago you were trying to explain it?—I said I did not know under what circumstances these leases were

Mr. *Brynmor Jones*—continued.

granted; whether the houses were built at the time or whether they were not built at the time.

5832. Have you one of the leases here?—Yes, I think I have one here.

5833. Perhaps the recital or the tenour of the lease will explain it?—I do not know that it will show very much; they are very different to the leases at the present day. But I will hand you this one. (*The witness handed in the following agreement.*)

"A duplicate delivered to David Reynolds, 14th June 1824.

"Memorandum of an agreement made the fourteenth day of June, 1824, between David Stewart, of Great Russell Street, in the county of Middlesex, the Agent for and on the behalf of the Most Honourable John Crichton Stuart, Marquis of Bute and Earl of Dumfries, of the one part, and David Reynolds of Pen Lline, in the county of Glamorgan, shoemaker, of the other part as follows:—

"In consideration of the said David Reynolds having given up an existing grant on the hereditaments after mentioned with other, Lord Bute agrees to grant to the said David Reynolds, who agrees to take of his Lordship all that cottage, tenement or building situate at the Danam, in the borough of Cowbridge, with 12 perches of ground adjoining, now in the occupation of Thomas Evan. To hold from the first day of May last for the lives of the said David Reynolds, aged 47 years, Alice his wife, aged 47 years, and David their son, aged 15 years, and for the lives and life of the survivors and survivor, at the yearly rent of five shillings to be paid quarterly, and which the said David Reynolds agrees so to pay, free from all taxes, rates and deductions whatsoever. He further agrees to put, keep, and deliver up the cottage and buildings in good and complete repair, on having rough timber in the woods, lime at the kiln, and stones at the quarry (which several materials Lord Bute engages to supply), the said David Reynolds hauling the same, and at his own cost, doing the repairs, from time to time, to the satisfaction of Lord Bute's agent. The said David Reynolds is not to sell, assign, or in any other way, than by his last will, part with his lease, or his interest therein, or in the said cottage, without Lord Bute's own written approbation, being, however, at liberty to let the cottage.

"As witness the hands of the said parties:

"D. STEWART.

"DAVID REYNOLDS.

"Signed by the parties in the presence of

"WM. BULL."

It is endorsed: "Lanblethian—Agreement "with David Reynolds for a Cottage at Cow-"bridge for three lives. Rent 5*s*."

5834. This is a memorandum of agreement, dated 14th day of June 1824, between the agent of the then Marquis of Bute on the one part, and one David Reynolds of Pen Lline, shoemaker, of the other part, and it says: "In "consideration of the said David Reynolds

Mr. *Brynmor Jones*—continued.

" having given up an existing grant on the " hereditaments after mentioned with other, " Lord Bute agrees to grant to the said David " Reynolds, who agrees to take of his Lordship " all that cottage, tenement, or building, situate " at the Danan in the borough of Cowbridge, " with 12 perches of ground adjoining now " in the occupation of Thomas Evan. To hold " from the first day of May last for the lives " of the said David Reynolds, aged 47 years, " Alice his wife, aged 47 years, and David their " son, aged 15 years, and for the lives and life " of the survivors and survivor, at the yearly " rent of five shillings." That, Mr. Corbett, is a memorandum of agreement for a lease of an existing cottage, tenement, or building?—Yes, that particular one.

5835. It appears it was in exchange for an existing grant. That does not seem to me to touch upon such a case as Mr. John had in view. That is a lease for three lives, and it is interesting in that regard?—Yes; well I only mention the fact that these were in the year 1824. Out of 23 I think it is, that built upon them, there were only two which were not at that time either held under lease or under agreement for lease. I put it to show that the people knew that it was Lord Bute's freehold, and that it was nothing in the nature of a chief rent, or as long as they paid us a nominal rent they would keep their land. I think that perfectly clear when they had leases.

5836. The document which you put in does not show anything of the sort. That does not seem to be the case Mr. John is referring to at all. Mr. John said the squatters had fenced in portions?—He makes a general statement.

5837. Not quite so: " The squatters had " fenced in portions of such waste land, and " the chief rent was paid to the lord of the " manor, the Marquis of Bute, or to his agent " Mr. Corbett. After these people had built " upon this waste land and enclosed it, and paid " rent to the agent, the enclosures were sold, " and they were turned out"?—Then I say to that it cannot be the case that they were ignorant of the terms they held it upon, because the terms are set out in these leases in nearly every case.

5838. We are not enquiring into the legal rights here. It does not matter, according to Mr. John's argument when it took place, but supposing it took place 100 years ago?—I cannot put it clearer than that; if that is not clear enough for the Commission I cannot put it any clearer.

5839. In the year 1823, we will suppose a man very improperly goes and encloses a bit of this common, of which the then Lord Bute was lord. His agent, the agent of the landlord, finds that he has, and trespassed and improperly built the cottage, and then says to him, " Well, " never mind, you have done it; now you pay " us 5*s.* a year rent," or make him a tenant from year to year, or supposing a lease for three lives is given upon that. The point that Mr. John is making is, that it is a great hardship that these people should be turned out, it may be in 70 years or 20 years, having been treated, as it were as copyholders of the manor?—No.

5840. Not as persons who had built under an ordinary building lease?—Exactly the same.

5841. That they should be treated as persons who had no legal or moral claim to the property at all. That was the gist of Mr. John's complaint?—Well, my answer to that is that I do not agree with him.

5842. Can you give us any information as to how many of these pieces of land that were sold by Mr. Alexander come under the general description I have mentioned or not?—Twenty-eight of them were held under leases.

5843. Leases similar to those which you put in?—I have not seen them all, but I take it they would be. Some were more recent, and would be the modern form of lease.

5844. In other words, I may take it they were pretty old leases?—A great number of them were in existence 70 years ago.

5845. And at very small or nominal rents?—Yes, small rents; half-a-crown, five shillings, and so on.

5846. What have you to say to Mr. Alexander's evidence?—I have nothing to do with his evidence at all.

5847. Have you read Mr. D. T. Alexander's evidence?—Yes, I have read it in the newspaper; I do not think I have read it in the official print; but he gave his evidence of his own notion; we did not ask him to give evidence. See 1762–1803.

5848. That is what struck me at one time. I see at question 1768 in answer to Professor Rhŷs, Mr. Alexander says: " For instance, rents " are stated here to have been chief rents. My " instructions were that they were absolute " rents, and not chief rents." Of course he is quite right from a legal point of view, but we were not upon the question of law at that moment at all, but upon the question of what was just and what was right. The point that Mr. John had been making, although Mr. Alexander did not seem to observe it, was that these people were paying such small rents that virtually they thought they were copyholders of the manor?—Well, I do not think he was justified in saying it, and I do not believe any of them thought it.

5849. And he goes on to say that: " But so " far was Lord Bute anxious that these people " should retain their holdings that my instruc- " tions were to receive anything fair in con- " sideration of the properties which had to be " sold." What explanation can you give of those instructions?—Well, Mr. Alexander forgot himself. The real state of things is what I explained to begin with; that we made what we thought a fair valuation in the interests of the property under all the circumstances, and offered it to the tenants at those prices. I do not pretend they were nominal prices. I say they were fair prices—they were less than we should get if put up to auction doubtless.

5850. Mr. Alexander is an auctioneer of experience?—Yes, very great experience.

Mr. *Brynmor Jones*—continued.

5851. And you employ him?—Yes, but he did not fix the prices. He got confused evidently. He made a lot of mistakes in his evidence; he did not go as our representative, and I simply say that his evidence is not correct.

5852. I certainly thought Mr. Alexander was answering to the best of his ability, just as the other witnesses had been doing?—Yes; no doubt he did not wilfully say anything that was not true.

5853. Have you the valuations in writing?—No, I have not them with me, but I can furnish you with the amounts that everybody paid for the land, if it is considered at all essential.

5854. Perhaps it might be just as well?—I cannot do it now, but I can send it on afterwards.

5855. I am not expressing any opinion of my own upon the matter; I have been endeavouring to bring to your notice Mr. John's contention. I still confess I do not understand this sale. Do you know whether it gave rise to any irritation in the district?—I believe not. None came to our ears. None of the tenants protested. The only protest came from some of the adjoining landlords, who thought they ought to have had the first offer of the pieces. I never knew there was any irritation or ill-feeling about it until Mr. John gave his evidence. There were two or three cases in which the pieces were withdrawn from sale; there were widows and two or three people who were unable to pay, and we let them keep them for their lives at a small rent. We were intending to treat the tenants fairly in the matter, and I am convinced that we have not only done so but we have treated them liberally.

5856. Mr. Alexander said in answer to question 1778: "Why should he offer property at a "nominal sum if there was no peculiarity about "it? It is a matter for Lord Bute and not for "me"?—My answer to that is that he was wrong. They were not offered at a nominal sum; they were offered at a moderate but fair value in our opinion having regard to all the circumstances of the case. Besides which Lord Bute is not a grasping landlord, who wants to get the uttermost farthing for every bit of his property; he would let these old tenants have them on better terms than he would let strangers have them.

5857. It is a question what was done?—We let them have them at what we considered were very moderate prices, but not fairly to be called nominal prices.

5858. I want to bring it clearly to your mind what Mr. John's contention was, to give you an opportunity of answering it?—If I may be allowed in just a few words to recapitulate what I have said, I think it may be as well, as I do not seem to have convinced you.

5859. I have expressed no opinion at all?—Not exactly in words, possibly. Where the people have built houses on their land, in nearly every case they were held under leases. That is the point. That shows that Mr. John was wrong in saying that they thought they were their own pieces of land. In the other cases

Mr. *Brynmor Jones*—continued.

where they were not held under leases, the tenancies and the rents have been altered in several cases, and there was every reason to know that we treated them as freehold property. But even supposing a person had imagined it was his own freehold as long as he liked—I am talking not of the places where there were buildings, because they could not have imagined it in those cases—but in the case of small enclosures where they had a piece worth a pound or so for a shilling a year for 70 or 80 years, they had recouped themselves over and over again for making the enclosure; so that in those cases there could be no hardship either, even if they had thought so.

Lord *Kenyon*.

5860. There was an instance brought to our notice at Pontypridd of a recreation ground where there was some complaint made. Do you know anything about that?—Yes, that was on the Coedpenmaen Common. A portion of that common was allotted to the overseers and churchwardens of the parish of Eglwys-ilan for the recreation of the people, and handed over afterwards to the Pontypridd Local Board—they have not done anything to it, but that is by the way—but the right to and of getting the minerals was reserved in the Award to the lord of the manor, Lord Bute, provided he would pay compensation for any damage he did to the surface. The Local Board made a claim for compensation, and appointed a valuer to settle it; that valuer did settle it, and the amount was paid, so that I fail to see where any grievance comes in there. I may mention that no tenant of Lord Bute has made complaint; all these people are irresponsible outsiders. See 575

5861. It was originally a piece of rough ground outside?—Yes, rough rocky ground.

5862. You mentioned the fact of the repairs. Did you include in your statement of 3,000*l.* odd per annum any gifts of bone or draining?—No.

5863. Simply repairs to farm buildings?—That is all. We never gave any bone, and we have not done any draining lately; it very soon chokes up on most of our land.

5864. You have not been asked to do any in recent years?—No.

5865. Have you had any applications to assist in laying down pasture?—No, we never hear of that.

5866. With regard to abatements; have you made any abatements?—We have never made any abatements as a general thing; our policy has been to let our farms low; we do not make increases when the times get better, and we do not make abatements when they get bad, so that the tenant must provide for the rainy day, and when the times are bad. That has been our policy; I do not know whether we shall be able to continue it in such times as we are getting now.

5867. Do you have many applications for farms?—Oh, plenty. We have dozens.

5868. The tenants do not leave?—No, never, except in case of death.

Lord *Kenyon*—continued.

5869. Have you many arrears?—No, practically no arrears at the present time with the agricultural rents.

5870. I forget what you said the average rental was?—The rental is 6,600*l.* for 12,500 acres, but the land near Cardiff in what we call the Vale of Glamorgan is from 15*s.* to a pound.

5871. That is very good land?—Yes, it varies; some is very good. The better land is 1*l.* The best land we have is 1*l.*, with the exception of some at Cardiff where it is partly used for garden, and there the farmer pays 2*l.* a year, and there is also some grass land near to the town where we get 2*l.* a year for it.

5872. Why are these penalising clauses in the agreement inserted? Are they inserted as protective clauses?—Protective clauses, in case we get hold of a thoroughly bad tenant, who begins to ruin his farm as he is leaving. As long as the tenant is likely to continue we never find fault with him.

5873. You think it would be foolish not to insert some such clause?—Yes, you must have it for your protection, I think.

5874. What would you consider to be the percentage that the landlord gets on the capital that he has in land?—That is a very difficult question. I think the best way of answering that is, that the experience of recent sales of land about Cardiff has been that people would do very much better to sell their land than keep it. There was a sale the other day of land belonging to Sir Joseph Spearman, which sold at from 40 to 50 years' purchase, after making deductions for ordinary repairs, not such repairs as we do, but taking about 10 or 20 per cent. for repairs. As a general rule it would pay much better to sell than to keep.

5875. Are the cottages on this property held direct from the landlord or are they let with the farms?—A great many of them are let with the farms, but there are others held direct.

5876. Which do you think is the better plan?—Those held direct are not occupied by farm labourers. They are occupied by people working on the railways and at the docks and places about. I think it is a much better plan for the farmer to have them in his own hands, because then he has better control over his labourers.

Chairman.

5877. There are four questions handed in by Mr. Vincent. "Apart from what Mr. John "states, do you believe these people were "squatters at all, or trespassers from the "beginning"?—Well, that is going back fully 70 years, and it is old history; I cannot say.

5878. "Are penal clauses in the agreements enforced?"—I have just answered that.

5879. "If occupation of a holding is resumed "for any reason, is compensation paid?"—Yes, certainly. We have a clause in the agreement giving us power to resume occupation for building or works.

5880. "Were any and what protests made on "the occasion of the sale of these squatters' "holdings?"—I have said already I do not believe there were any. I ought to say that I was not there myself, but I have enquired from those who were, and they say no protest was made except one from a solicitor to an adjoining landlord, who said it was too bad to advertise them for sale and then not to put them up.

Mr. *Seebohm.*

5881. With reference to this lease that you have put in, I see it is only a 5*s.* rent, so therefore, it cannot have any political origin. You stated I think that you have the records for 60 years. Do not you think if you were to go beyond 60 years you might find that your tenants from year to year held under somewhat similar leases to this?—I really cannot tell.

5882. Would it be too much trouble to enquire in your office?—I could get it done, but at the present time my brother, who is the solicitor and who has the charge and knows where these documents are, is away, but when he comes back, which will be perhaps in a month's time, I will ask him to look them up, and give you any information, but I think it is very doubtful whether we could give it to that extent.

Professor *Rhŷs.*

5883. Some portion of the Bute estates are situate in the hills?—Yes.

5884. Where the tenants, I suppose, speak Welsh?—Yes.

5885. Do you have any difficulty with regard to the language?—None at all. Our cashier who collects the rents is a Welshman.

Re-examined, 26,731.

The witness withdrew.

Mr. JAMES EDMUND VINCENT called and examined.

Chairman.

5886. You are secretary to the Landowners' Association of South Wales and Monmouthshire, and your offices are at 8, Princes Street, Westminster?—That is so.

5887. Are you prepared to answer any questions that may be put to you by members of the Commission, if such questions relate to matters within your knowledge?—Yes.

5888. And if they do not involve a statement of facts which have come to your knowledge since your appointment as secretary?—I ought perhaps to explain that. When I was appointed Secretary to this Association, I sent out a kind of catechism of questions, marked at the top, "Private and confidential," to various members of the Association and various other landlords. I got of course answers to a great number of those. It is clear I cannot reveal the answers to those questions except in cases where I have asked leave. So when it appeared to me con-

Chairman—continued.

Chairman—continued.

venient that I should tender to the Commission a statement of abatements and reductions, and such observations as to the history of the rent which were made, I sent round a circular to each of the people who had answered questions, to see if he, or she, as the case might be, objected to my using these precise figures about the abatements and reductions, and history of rent, I hoped that they would say so. Other questions are not covered by that, but I thought it was necessary to make that explanation.

5889. You claim to have made a special study of the Welsh land question for some years?—I do.

5890. You produce a statement in five columns, headed name and address of landowners; name and acreage of estate; with the abatements, reductions, and observations made by the respective landowners as to the history of the rental?—Yes, that is correctly extracted from the returns which were made to me.

5891. You will produce, if required, the original documents?—Yes, I have them here.

5892. From which the returns were extracted?—Yes, I have them here for inspection.

5893. But you cannot produce them at present?—I can do it at this moment.

5894. You are prepared to pledge yourself by oath if required, to the correctness of these statements?—Yes; I think I can show it to you very easily. Here is one of the cases that I have in this book.

5895. In your paper you produce a list altogether of 28 owners of property, the highest holding being 43,692 acres, and the lowest being 107 acres?—Yes, that is so.

5896. The total being 158,928 acres in the hands of 28 persons?—Yes, all in Glamorganshire.

5897. All in one county?—Yes.

5898. Can you give us the acreage of that county?—I am afraid I cannot at this moment.

5899. You can hand it in?—Yes.

5900. So as to see what proportion those 158,928 acres bear to the rest of the county?—I should say in all these cases there is great difficulty in dealing with Welsh counties. The acreage looks large, but a considerable portion of it is mountain land.

5901. Have you any tabulated statement of the rental of this enormous lump of land?—I have no statement of the rental in South Wales at all. I found there was an objection to answer about that.

5902. That is a matter you are not at liberty to state?—No, I have not got it. I did not ask it. I was told I had better not.

Chairman—continued.

5903. You have not any idea of what the amount of money lent on this enormous piece of land is?—No.

5904. You did not ask and you did not get it?—I am reasonably sure if I had asked for it I should not have got it. I mean people will not tell you what they owe.

5905. They will not tell you what their estates are mortgaged for, and their rents?—No, that I know to be the case; but in South Wales and in North Wales the basis of contribution to these Associations is usually with reference to the rental. A man will say, my subscription is too much, because I am encumbered; but he will not tell you how much he is encumbered, no one of them ever will.

5906. Practically what you are prepared to give us is the name of the owner, the address, the name of his estate, and the number of acres he holds?—And the amount of his abatements and reductions, and observations as to the history of the rent made by him or her.

5907. The rent not being given?—Quite so.

5908. I do not think it would be advisable to go through this now. It will appear in your evidence, and we can ask you about it hereafter?—Quite so.

Mr. *Brynmor Jones.*

5909. As I understand it, you have got, in the book which you call the book of original documents, all the facts upon which you have based this general statement?—Yes. I have the authentic returns of the various landowners, from which I have extracted this statement.

5910. You do not know it of your own knowledge, and you would be glad to accept their statements?—That is the exact value of the statement so far as it goes. Every one of them is in their own handwriting or in the handwriting of their agents.

Chairman.

5911. You will not mind answering any question about this later on?—I will answer any question you please. I propose to give you a table for every county.

5912. We are much obliged to you for having compiled it, at what must have been a great deal of trouble?—I am only too glad to put it in in that way, otherwise I should have had to call each separate person, and there might be 100 people to be called.

Mr. *Brynmor Jones.*

5913. You are only the conduit pipe in giving us these particular facts?—Exactly. (*The witness handed in the following statement.*)

GLAMORGANSHIRE.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rent.
A. C. Bruce Pryce, Abbeyholme, Cheltenham.	Monknash, near Bridgend (3,100 acres).	In 1882 we returned the tenants 5 per cent. on the agricultural farms.	In the same year, as the decline of prices of produce seemed likely to last, the estate was revalued, and the rents reduced on an average of about 10 per cent. In 1886 there was a further reduction on one large farm, and again, in 1889, there were further reductions, so that the total rents (including tithes), which in 1878 were 2,377*l.* are now 1,850*l.*, equal to a reduction of 25 per cent.	The whole estate was re-valued in 1873, and that re-valuation increased the rents about 7½ per cent. The Monknash Estate was re-valued in 1882, and the rents reduced as I have mentioned.
Marquis of Bute, Cardiff Castle.	Glamorganshire Estate (22,000 acres).	No, except in one or two exceptional cases not referable to agricultural depression.	No, except in one or two exceptional cases.	The estate has not been revalued as a whole within the last 50 years. Rents have not been raised except in one or two instances under very exceptional circumstances.
Godfrey L. Clark, Talygarn, and Mrs. Jackson, Manor House, Dawlish, in moieties.	The Heath Estate (2,745 acres in Glamorgan principally and Monmouth).	Per-centages have been allowed during the years 1879, 1886, 1887, 1888, and 1889, and when wanted by the tenant time has been given for payment.	No permanent reduction has been made.	The estate was re-valued in 1872, but the variation in rental was small.
D. H. Davies, Morfa House, Llantwit Major, Cowbridge.	107 acres - -	Reduced 30 per cent. since 1877.	- - - - - -	I did not succeed to the property until 1874. I believe this property was advanced 10 per cent. in the year 1857. The tenant at this rent, that is something less than one pound per acre, gets on fairly well.
Frederick Lewis Davis, Abergavenny.	Rhoose Farm, near Cowbridge (194 acres).	No - - - -	About the year 1880 my father reduced the rent from 250*l.* to 200*l.* a year, making a reduction of 20 per cent. permanently.	The rent of this farm has not been altered for 60 years, with the exception of the reduction of 20 per cent. referred to.
Earl of Dunraven, Dunraven Castle, Bridgend.	Dunraven Estates (24,000 acres).	Abatements of rent commenced being made in the year February and Lady-day 1885, to February and Lady-day 1886, and have continued every year to the present time, at the rate of 15 and 10 per cent., according to the circumstances of the case, the great majority at 15 per cent.	In some cases, not many, a permanent reduction has been made.	The estate was valued by an independent valuer in 1887 for purposes of rental. His valuation exceeded the rents charged by over 8 per cent., but the valuation was not put in force.
Mrs. Gwyn, Dyffryn, Neath.	Dyffryn (3,510 acres)	Yes, frequently; amounts of 10 per cent., 15 per cent., and 20 per cent. have been remitted to individual tenants, leaseholders, as well as yearly tenants. 10 per cent. all round was remitted at the last rent audit.	Yes, many of the rents have been permanently reduced. During the last 12 years, ending September 29th, 1892, the rental of the Glamorganshire Estate has been reduced about 8 per cent. all round.	There has been no re-valuation of the estate.
Captain J. G. R. Homfray, Penllyn Castle, Cowbridge.	Penllyn Castle Estate (2,025 acres in Glamorgan and Monmouth).	Yes, from 5 per cent. to 10 per cent.; for the last rent audit, 15 per cent.	Yes, some in the case of old tenants.	The estate has not been revalued, nor have rents been raised during the last 50 years.
O. H. Jones, Fonmon Castle, Cowbridge.	Fonmon Castle (1,100 acres).	Yes, regularly every year. Since 1879 the amounts vary from 5 to 20 per cent. on different farms and at different times.	Yes, on two farms, about 12 per per cent.	The estate has not been revalued. Rents were raised in some instances by my late father, I think, about 1870.

MAJOR MANSEL'S PROPERTY.

AMOUNT OF RENTS RECEIVED FOR NARTEG ISHA FARM.

Rent received.				Amount paid in Repairs.			
	£	*s.*	*d.*	£	*s.*	*d.*	
1886 - - - -	15	0	0	half year.			
1887 - - - -	30	0	0	7	0	0	Bill for Calves Cottage.
1888 - - - -	*25	0	0				
1889 - - - -	25	0	0				
1890 - - - -	25	0	0				
1891 - - - -	27	13	8	(These amounts include tithes.)			
1892 - - - -	27	16	10				
1893 - - - -	—			1	6	8	Rees Morgan, repairs.
				9	17	0	Wm. Daniel, jun., repairs.
				14	16	3	A. J. Arnold & Co.
	174	10	6	32	19	11	

This farm is situate in the parish of Cilybebyll in Glamorganshire; it consists of a dwelling-house with suitable farm buildings and 130 acres of pasture land; from the above figures it will be seen that the rent inclusive of tithes amounts to about 4*s.* 6*d.* per acre.

* Rent reduced. Tenant paid tithes until 1891.

N.B.—It will be seen that in the last seven years nearly 20 per cent. of the rent has been paid away in repairs.—R. H. M.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rent.
James Lewis, Plas Draw, Aberdare.	Llwydcoed (1,800 acres in Glamorganshire and Brecknockshire).	10 per cent for the last seven years, excepting in 1889–90, and 15 per cent. for the half year ending August 1892.	No.	—
Sir William Thomas Lewis, The Mardy, Aberdare.	Glamorganshire (1,200 acres in Brecknockshire, Glamorganshire, Carnarvonshire, and Monmouthshire).	(Abatements in Breconshire)	Reduction in Monmouthshire -	I have only acquired the farms within the last 20 years, and there has been no re-valuation since they have come into my possession, nor have rents been raised during the time.
Mrs. Mackintosh, of Mackintosh, Cottrell.	Llancaiach Estate (held in equal moieties with Edward Rhys Wingfield, Esq.), also separate estates at Cottrell and Taffswell (5,025 acres).	No abatement on Llancaiach Estate. A rebate of 10 per cent. made to Cottrell Estate tenants last audit.	No. Cottrell Estate was only acquired in 1891, when it was valued.	The estate has not been revalued. The rents are practically the same as they were 50 years ago.
Major Robert Henry Mansel, as trustee for Mrs. L. A. Mansel and own property.	Glamorganshire (130 acres).	Yes, 5 per cent., 6¼ per cent., 17 per cent., 9 per cent., 10 per cent., 8 per cent. (*See* statement sent by Major Mansel.)	—	The estate has not been revalued, nor have rents been raised so far as I am aware.
John Cole Nicholl, Merthyr Mawr.	Merthyr Mawr (3,154 acres).	Yes, 1879–1887 to all the tenants; a special allowance to each tenant, not a general per-centage, as the rents are very uneven. Some tenants with high rents get allowances every year, though their rents are nominally the same. Others get allowances frequently, while the very old takings seldom get allowances as the rents are low. Rents are never raised on the occupying tenants.	Yes, by abatement continued year by year, or by permanent reduction whenever necessary. Farm. / Old Rent. / New Rent. Llanffa - - / £ 400 / £ 320 Clement and Beors. / 123 / 120 Wick - - / 90 / 80 Candlestone - / 205 / 190 Witney - - / 210 / 190 Laleston - - / 44 / 32 Croesgwtta - / 180 / 150* Merthyr Mawr - / 400 / 320 Pentrellwnt - / 180 / Annual allowance, 15*l.* per annum. Tyla - - - / 110 / Annual allowance, 7*l.* per annum. * Further offer of a reduction of 16*l.* per annum 1892.	Estate has never been revalued. I am told by tenant that one farm was re-valued and rent raised for selling purposes and never reduced. However, it is now particularly low rented. The usual plan is to re-value farms on death of the tenant, and to re-let on that basis. The new rent is generally higher than the old one as the old rents are below market value, in many cases being very old. This plan has not been invariably carried out. It is the rule never to raise the rent on the occupying tenant on this estate.
Thomas Penrice, Kilvrough near Swansea.	Kilvrough (5,500 acres).	No substantial abatement has been made on this estate for the last 50 years, nor have the rents been raised to any appreciable extent.	*See* in "Abatements" column -	The last valuation of the estate was made nearly 50 years ago, and its effect was to equalise rather than to increase or reduce the rental. Rents have not been raised "to any appreciable extent" during the last 50 years
C. J. Collins Prichard, and Mrs. Prichard, 29, Victoria Square, Clifton.	Pwllywrach, parish of Colwinstone (900 to 1,000 acres).	We only came into possession of the bulk of the estate since the latter end of 187-. Since 1878 abatements have been made to tenants varying from 5 to 15 per cent., and in one case the entire half year's rent of one farm, 40*l.*, was given back, and this put the farmer on his legs.	In 1889 a permanent reduction was made of 15 per cent.	We do not think the estate has been revalued during the last 50 years. The Village Farm was slightly raised by the late owner. One farm, the Tydraw Farm, formerly let at 25*s.* an acre, is now let at 15*s.* an acre, including tithes.
Lewis William Shedden, Graigwen Lymington.	Craigwen and Pontypandy (430 acres).	I have never been asked to grant any abatements, or return any per-centages.	No, there has never been any occasion.	The estate has not been revalued during the last 50 years. The rent of Craigwen Farm was raised 5*l.* last year when it changed tenants, the out-going tenant having made sufficient money on the farm to retire.
Sir Arthur Stepney, Bart.	The Stepney Estate (about 180 acres in Glamorganshire).	Ten per cent. allowance from rent during from 25th March 1885 to 25th March 1888. In the last 12 months of this period we also allowed the rates on the 10 per cent. since we have been giving in kind.	—	A valuation chiefly for private information, and which was not acted upon, was made in 1880, and on this small quantity of land in Glamorganshire the valuation showed an increase of about 12 per cent.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Miss Talbot, Margam Park.	Margam and Gower (43,692 acres).	In 1892, 15 per cent.; in 1886, 25 per cent.; and in 1881, 20 per cent.	In very few cases. The total reduction would not exceed 150*l.* a year on the Margam estate. In Gower none of any consequence.	The estate has not been revalued, but during the last 36 years there has been a revision of the rent in every case of a new tenancy. Rents have been raised in a great many cases when a change of tenancy has taken place, but only then. Until 1858 there was hardly any change, but from that time until 1880 there was an increase in the rent when the circumstances would admit. In Gower the raising of rent on change of tenancy has not uncommonly been the result of competition among applicants.
Colonel Turbervill, Ewenny Priory.	Ewenny Priory (3,000 acres).	To my knowledge for the last nine years half of all local rates have been remitted, and generally 5 per cent. in addition; also during the last six or seven years the landlord has paid all the tithes, which have never been added to the rent, making the total annual deduction 15 to 20 per cent.	One farm in the parish of Marcross, over 5 per cent. Copy of letter, June 24th:— "The average yearly sum expended in repairs and improvements on farms on above estate for 12 years ending 31st March 1893 was 272*l.* 13*s.* 4*d.*, or 10·4 per cent. on net rental of 2,500*l.* For many years past there has been allowed off the rents all the tithe and half of the rates. Rentals are a little below the valuation."	The estate has not been revalued to my knowledge, nor have I heard of its being done. In the parish of Ewenny, wherein the estate mostly lies, there was a valuation made for rating purposes in 1872. The gross estimated rental of which was used for rating purposes from which the deductions specified have been used.
John Edw. Vaughan, Rheola.	Rheola Estate (5,800 acres in Glamorgan and Brecon).	On occasions abatements have been made in individual cases, but no general abatement has been made, the rents having remained unaltered for a very long period.	The rent roll from farms on this estate is about 4 per cent. lower than it was in 1877, and in some cases the lands are let tithe free, which increases the per-centage of reduction by about another 2 per cent., making in all 6 per cent reduction.	There has been no general valuation of the property during the period named. A considerable portion of it had been let at nominal rents for lives by a former owner, a fine having been taken, and as these fell in from 1823 to 1858, the farms were re-let at fair rents. Except in a few instances there has since then been little variation.
A. V. H. Vaughan-Lee, Dillington Park, Ilminster.	Llanllay (5,800 acres in Glamorgan and Brecknockshire).	No general reduction or abatement has been made, but in some instances allowances have been made. Ten per cent. was allowed to the tenants in Llangefelach parish at the Christmas collection.	Taking the whole of the farm rental it is 7 per cent. less now than in 1877.	No general re-valuation has taken place, but in some instances rents have been altered. Comparing the rental of a portion of the property (about 3,500 acres) the difference in the rental between the present time and 50 years ago is 44*l.* 10*s.* in favour of the present time. Taking the area above quoted the difference in rental as between the present time and 50 years ago, is less than 4 per cent. In some individual cases the rent is the same, and in some cases lower. The difference chiefly arises from one farm, the rent of which in 1843 was 137*l.* 10*s.*, and at the present 200*l.* tithe free. This farm was let from 1865 to 1882 for 250*l.* It is possible that in 1843 an old lease existed, but this I cannot trace.
Lord Windsor, Cardiff.	Windsor (18,187 acres)	In 1879, 10 per cent. on one year's rent. In 1881, 10 per cent. on half year's rent. In 1886, 10 per cent. on one year's rent. In 1887, 10 per cent. on one year's rent. In 1888, 10 per cent. on one year's rent. In 1889, 10 per cent. on half year's rent. In 1892, 10 per cent. on half year's rent.	There has been no general reduction of rent, but rents have been reduced in special cases, the total permanent reduction amounting to 739*l.* 10*s.* As against this there have been increases on farms close to Cardiff in four instances. One farm of about 400 acres (the tenant of which retired, and whose family have occupied the farm since 1806) is now let principally as accommodation land, at an average of 2*l.* per acre, which shows an increase on the rental of 423*l.* 10*s.* Another small holding, on change of tenancy (the old tenant having died) is now let as a dairy farm with improved buildings, shows an increase of 26*l.* 15*s.* Another farm shows a small increase of 28*l.* 15*s.*, made on change of tenancy (the former tenant's family held the farm for a great number of years, at a low rent). The fourth case being an increase of 12*l.* for exceedingly good house and buildings erected, the tenant requiring this, being a land agent and valuer, and not dependent on the farm for a living. The net decrease, notwithstanding the increase before mentioned, amounts since 1877 to 248*l.* 11*s.*	Estate has not been re-valued.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Mrs. Johnes, Lieut-General Sir J. Hills-Johnes, K.C.B., V.C., and Lady Hills-Johnes, Dolaucothy.	Dolaucothy (3,613 acres in Carmarthen and Glamorgan).	Lady Day, 1882, on all the estates, 10 per cent. Michaelmas, 1882, 10 per cent. to small tenants who pay once a year. 1883, 5 per cent. in Glamorganshire. 1884, 5 per cent. in Glamorganshire. 1885, 8 per cent. in Glamorganshire. Michaelmas, 1885, 10 per cent. on all Estates. Lady Day, 1886, 10 per cent. on all estates. Michaelmas, 1886, 10 per cent. on all estates. Lady Day and Michaelmas, 1887, 10 per cent. on all estates. Lady Day, 1888, 10 per cent. on all estates. Lady Day and Michaelmas, 1892, 10 per cent. on all estates.	Rents reduced - - £ 155 13 0 „ increased - - 13 10 0 142 3 0	Estates have not been re-valued. Some of the rents have been raised, probably due to re-adjustment of land, or to rebuilding of the farm-house and out-buildings. Every farm-house and its out-buildings has been put into thorough order, many rebuilt.
Colonel Gould, Frampton.	Great Frampton (160 acres).	I allowed an abatement in the years 1882, 1883, 1884, of ten per cent.	25 per cent. From 300*l.* to 225*l.* beginning in 1885.	It was re-valued in 1885, the result being to reduce my receipt.
Mrs. Booker, Velindra House, Cardiff.	Velindra and Maesmawr (547 acres).	Not required.	—	—
Miss Clara Thomas, Llwyn Madoc, Garth.	Llanbradach (1,152 acres).	The following abatements have been made:—1886, 10 per cent. 1887, 10 per cent. Half-year ending February 1888, 10 per cent. Half-year ending August, 1892, 10 per cent. Half-year ending February, 1893, 10 per cent.	The rent roll has been reduced from 596*l.* in 1874, to 537*l.* in 1893.	—

Re-ex
mined
32,782
36,329

The witness withdrew.

Adjourned.

SEVENTH DAY.

6, Old Palace Yard, Westminster, 8th July 1893.

PRESENT:

LORD KENYON (CHAIRMAN).

SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. D. LLEUFER THOMAS, Secretary.

Mr. JOHN HUGHES called and examined.

See 6175, 34,669, 34,708, 36,303.

Chairman.

5914. Mr. John Hughes, I understand that you carry on business at 79, Mark Lane, in the City of London, and that you are the owner of a small mineral property of 49 acres in extent called Pistill Gwyn, situate in the Cwm-nant-ddu valley near Abersychan, Monmouthshire?—Yes.

5915. How have you become the possessor of that property?—I derived the property under the will of my late mother who died on the 10th of January 1887.

5916. You have applied to be admitted as customary heir for some time?—As long since as May 1887.

5917. Why have you not entered into your property?—Because the steward, Mr. Charles J. Parkes, demands as a fine for such admittance two years' full value of the premises, namely, 500*l.*

5918. The property being leased to a colliery company?—Yes.

5919. You think that sum unreasonable?—Certainly, compared with anything that has been paid in years gone by for the same property.

5920. Your mother was the possessor of this property before you?—Yes.

5921. And she paid no fine?—She paid no fine. I have the copy of her admittance here, which I should like to produce.

5922. And you claimed to be admitted on the same terms?—Yes.

5923. That was refused, and this fine was demanded?—Yes.

5924. That has been ever since 1887?—Ever since 1887.

5925. How was your mother heir to this property?—She derived it under the will of her father, the late Daniel Williams, of Penlasgarn, in the parish of Trevethin, near Pontypool.

5926. Did he pay any fine?—He purchased the property, and paid a fine of 12*l.*

5927. Your contention is that it was not usual to charge the fine on the customary heir under the will, on descent in fact?—Yes, that is my contention.

5928. But only to demand it in the case of an alien?—Yes.

Chairman—continued.

5929. You have proof that this has been done before in the same locality?—Yes; I see that on August the 10th, 1818, Thomas Lewis and Anne Lewis respectively, the customary heir and widow of Philip Lewis, were admitted as customary heirs to this property without paying any fine.

5930. Was this the same manor?—This is the same manor and the same property, and on the same day those persons surrendered this property to my grandfather. The point I want to bring out is that it was not usual to charge any fine at all for the ordinary admittance on descent; and it was only usual to charge a fine when the property was surrendered to an alien; and the old documents which I have here prove that in a very complete manner.

5931. Thomas Lewis and Anne Lewis succeeded. Was Philip the father of Thomas Lewis?—Yes.

5932. You have still further records I think?—Yes; going back to November 3rd, 1812, John Lewis and Lewis Lewis were separately admitted to this property as customary heirs and no fine was recorded on the copies of their admittance, which I have here. On the same day these persons separately surrendered the property to Philip Lewis, who, as an alien, paid 8*l.* as a fine for admission.

5933. You have further copies still?—I have further copies. There is one in 1832, and another in 1829, and another in 1817, and another in 1813 in reference to other properties, all of which have no fine attached on the record.

5934. It seems Mr. Parkes made some admission to you at Pontypool?—Yes; I went down to the Court Baron and presented myself formally for admittance. He at first said that that was not the place for considering the amount of fines, but I quoted to him from a letter which I have here, written three years ago, in which he had asked me to come down to the Court Baron, and that that was the place where the fine should be discussed and probably settled, and after that he allowed me to go on.

5935. But he said that such omission to record fines was through ignorance of the true rights and customs of the manor on the part of the then stewards?—Yes, through ignorance.

Chairman—continued.

5936. Does he claim under an old Act?—Not an Act, a Judgment.

5937. A decision of Judge Bacon?—Yes.

5938. And that they are entitled to a fine not exceeding two and a half years. Is that so?—Yes, he claims under a decision in the High Court of Chancery by Judge Bacon, made in the XVI. James 1st, 1619, that the lords and ladies were entitled to a fine not exceeding two and a half years' full value of the premises, and this fine, which has since been reduced to two years' value, he is instructed to claim upon every admittance on behalf of the lords and ladies.

5939. But you think that that cannot be considered to apply to cases on descent?—Quite so. I claim to be admitted without any fine at all. That lawsuit was, I take it, in reference to fixing the amount of fine of some particular property that should be charged; it does not apply, I contend, to my case.

5940. May I ask if you have ever brought this before a court of law?—I have not.

5941. And you wish to place the deeds which you have before the Commission so that they can be put on record?—Yes, I do, for the benefit of other copyholders, because I have been down in the neighbourhood travelling about, and very few of them have any old records at all; in fact, it is quite unusual to have such a number as I have, I believe, except in the case of large landed proprietors.

5942. Of course you are aware that we can make no statement upon anything that is before a court of law—we cannot give any legal opinion about it?—I do not wish that.

5943. We shall be happy to receive any documents you wish to put before us which may be of historical value or interest to the matter before us?—I appear here because I consider this attempt of the lords is a grievance, for until I am admitted I have no legal title; I cannot sell the property.

5944. May I ask if you know of any other cases where so large a fine has been demanded?—Oh, they are attempting to get this fine on every admittance.

5945. Who is the lord of the manor?—I cannot tell you who; there are several. Mr. Parkes is the steward.

Mr. *Grove.*

It is divided into tenths, and one proprietor, I think, holds five-tenths, and the other five-tenths are divided.

Mr. *Brynmor Jones.*

5946. As I understand, the gist of your complaint is that the fine which is demanded is too high, and is based upon a principle which makes the fine uncertain?—My contention is that I am asked to pay a fine where I should not pay any at all.

5947. I think I heard you describe this property as a small property of 49 acres?—Yes.

Mr. *Brynmor Jones*—continued.

5948. Do you claim as copyholder the right to work the minerals?—We have worked them, and they have been worked before, in my grandfather's time, as a mineral property. In fact, I have a copy here of the contract which he made when he purchased the property, a very old one, and it is rather interesting on that account, in which the coals and minerals are distinctly mentioned.

5949. This must be a customary freehold, I take it?—No.

5950. I do not understand how the copyholder has the right to work the minerals simply because he is a copyholder?—Well, we have done so.

5951. Do you know whether the tenant himself, your grandfather, worked it?—I could not say. The property was let to a tenant for agricultural purposes.

5952. This, I take it, is simply an agreement between Anne Lewis, Henry Lewis, and Thomas Lewis?—Yes, whose admittances I have here.

5953. The parties are Anne Lewis, Henry Lewis, and Thomas Lewis, on the one part, and Daniel Williams of the other part?—Yes, my grandfather.

5954. Daniel Williams was your grandfather?—Yes.

5955. Then it witnesses that "Anne Lewis, "Henry Lewis, and Thomas Lewis, did bargain "and sell and surrender to Daniel Williams "their right, title, interest, claim, and demand "to a certain messuage, barn, and lands called "Cwm-nant-ddu"?—That is the name of the valley.

5956. "In the lordship of Wentsland and "Bryngwyn, between the lands of the lord of "the manor and the lands of William Henry." Then follow other descriptions of the parcels, "together with all timbers, trees, and likewise "all coal, ironstone, slate, and minerals what-"soever"?—That is the part I wanted you to see.

5957. This agreement, of course, the lord of the manor had nothing to do with. This is simply an agreement between certain tenants of the manor to sell?—Will you allow me to explain that the steward of the manor, Mr. Parkes, lives in the neighbourhood; in fact, he has himself worked clay from under this very property, and paid royalty to the Ebbw Vale Company for doing so. He is perfectly cognizant it has been done; there is no dispute about that, but the lords are now attempting through their legal advisers to claim the minerals.

5958. I did not understand that before. Then, as a matter of fact, the lords of the manor do assert a title to the minerals?—They are attempting to do so now. Here is the account of a sale of some mineral property in the neighbourhood of Pontypool, at which the steward, Mr. Parkes, publicly makes a proclamation that they intend to claim the minerals. This was in 1889, and I believe their claim dates, according to the paper, from two years before that. "Mr. C. J. Parkes, the steward of "the manor of Wentsland and Bryngwyn, rose

Mr. *Brynmor Jones*—continued.

" and stated that he was instructed to give " notice that the lords and ladies of the manor " claimed the minerals under the copyhold lands " referred to in the particulars of sale just read " by the auctioneer, and that they denied the " existence of any custom in the manor autho- " rising the tenants to work such minerals."

5959. To clear up the matter a little further, who let to the Ebbw Vale Company?—My mother.

5960. That was on the 1st of December 1881?—That is the date of the last lease, but the property had been worked by the Ebbw Vale Company long before that. In fact, when I say worked I mean rented, because the property itself is worth very little—the surface value is not worth more than 18*l.*—but it happens to lay down the side of a mountain, and, consequently, is useful on account of the wayleave through it from properties further up the valley. That is really the cause of its present high value. It is a purely temporary high value, it is not a permanent value, and it is on that ground, I think, the fine of 500*l.*, supposing any fine were legal, is unusually high, because it is not an improving value, as all mineral property becomes of less value as it is worked.

5961. Do you understand that Mr. Parkes claims not only the minerals, but the fine of 500*l.* as well?—Oh no, one at a time. He claims this high fine on the ground that the usual fine is two years of the full value, and, as the full value is 250*l.* a year, he claims 500*l.* That is a separate matter entirely from the question of minerals. He does not put in a claim to the minerals. In fact, as I say, the usage of the property for the past years is so great, the custom of rendering to ourselves royalty for all coal and minerals worked has been so established, that I do not think he would introduce it in our case. But the attempt is made in reference to unworked properties in which there has been no right established either by the lord of the manor or by the copyholder.

5962. Then what I understand you to say is, that according to the custom of this manor there may be a right for the tenant to work the mines?—I will not say anything as to what the custom may be in reference to other properties. I can only tell you about our own.

Mr. *Seebohm.*

I should like to see the admission, to see whether in the admission there is any sanction to the transfer.

Mr. *Brynmor Jones.*

5963. That is a very important point which Mr. Seebohm suggests. This is a memorandum of agreement of the 6th of June 1818?—Yes.

5964. That was an alienation of the interest of the Lewises in the property to your grandfather?—Yes.

5965. There ought to be on the court roll some notice of this, say, of the admission of Daniel Williams?—Here is a copy of it. I do not think you will see anything about coal mentioned in that or in any of the admittances. It is not usual.

Mr. *Brynmor Jones*—continued.

5966. This admission begins with a usual form enough, stating, " that the court halimot of . . . " lords and ladies of the manor was held at the " dwelling-house of Anne Lewis, widow, in " the parish of Trevethin, in the county of " Monmouth, on Monday, the 10th day of " August, 1818, by and before Thomas Edwards, " gentleman, steward of the said manor, and " the homage, to wit, John Jayne and William " Henry, gentlemen, then and there present." They are the two freeholders. Then " to this " court came Thomas Lewis, and he did sur- " render, by the rod, into the hands of the " lords and ladies of the said manor by the " acceptance of their said steward, according " to the custom of the said manor, all his estate, " rights, title, interest, claim, and demand what- " soever, on to and in all those several pieces " or parcels of land, called and known by the " name of Tyr Ann Rees, with the house and " barn thereto belonging, Coed Godra, Caescybor " and Cae Llwyn y coed and Caemain adjoining " the Darren, situate, lying, and being in the " parish of Trevethin, in the county of Mon- " mouth, abutting on to the lands late of Phillip " Lewis, to the lands of Edward Thomas, to the " lands late of Charles Williams, to the lands " of Moses Harper, Esquire, to the lands of " William Jones, to the lands late of William " Jones, of Penlasgarn," and so on. " And the " reversion and reversions, remainder and re- " mainders thereof, to the use and behoof of " Daniel Williams, of Penlasgarn, in the parish " of Trevethin, in the county of Monmouth, " Esquire, his customary heirs and assigns for " ever, according to the custom of the said " manor for ever. Whereupon the lords and " ladies of the said manor, by their said steward, " did grant the seizin and admittance thereof by " the rod, according to the custom of the said " manor. To have and to hold all and singular " the said premises, with the appurtenances, " unto the said Daniel Williams, his customary " heirs and assigns for ever, according to the " custom of the said manor, by and under the " yearly rents, heriots, duties, suits, and services " anciently due and of right accustomed, and " the said Daniel Williams gave the lords and " ladies of the said manor for a fine for such " his estate and entry into the said premises " the sum of 12*l.*, and having done his fealty " is thereupon admitted tenant in the presence " of the homage above named." That is 1818.

Mr. *Seebohm.*

It is a customary freehold?

Mr. *Brynmor Jones.*

It seems to me to be so; not a true copyhold, therefore, in the ordinary sense of the term. That is, of course, another question which you would probably know better than I should.

5967. There may be a freehold held according to the custom of the manor, and it looks as though this were so. You must not take any-

Mr. *Brynmor Jones*—continued.

thing we say as a binding legal opinion upon the matter?—No. But this is the point I should like to bring before you more particularly, and that is that here (*handing in two other documents*) are the ordinary admittances, and there is no record of any fine, and wherever the fine is taken it is always recorded in writing.

5968. This is an admittance on descent?—Yes. It is exactly the same day as my grandfather was admitted. This is the point I am contending for here, that there is no fine at all—the document is perfectly free of any fine.

5969. Really, Anne Lewis, who is one of the parties to this memorandum of agreement, was only admitted on the very same day that this bargain and sale was carried out?—Yes. So that it does not appear necessary, according to the custom, to come and be admitted directly you become holder of a property.

5970. These are much the same form until we come down towards the latter part of this instrument?—Yes.

5971. "To which said Anne Lewis, the lords "and ladies of the said manor by their said "steward did grant seizin and admittance of "the said premises by the rod, according to the "custom of the said manor for the term of her "widow's estate therein. To have and to hold "all and singular the said premises with the "appurtenances unto the said Ann Lewis for "the term of her widow's estate therein, ac-"cording to the custom of the said manor, and "she was admitted accordingly"?—You see the sons come in as the customary heirs.

5972. It is quite clear that the widow alone could not have made a title?—No.

5973. The other one is "to which said "Thomas Lewis, the lords and ladies of the said "manor by their said steward did grant seizin "and admittance thereof by the rod according to the custom of the said manor." Those are the same words as in the admittance of Daniel Williams?—Yes, exactly.

5974. There is nothing about any fine there?—No. That is the point I wish to make a record of. Here are two other documents just the same. I think they are very interesting as establishing this point. For instance, here is a case of an ordinary admittance and here is a surrender. In the latter there was a fine charged and in the former there was no fine charged.

5975. Do you know whether the courts of this manor are held at any stated time?—Yes, in June every year.

5976. Is there a court leet held?—Yes.

5977. As well as a court baron?—What is the difference? I do not know.

5978. The differences are mentioned clearly enough in the law books, but we want to know exactly what is done at these courts?—I have only been to one of them, and then they did not want me to make an appearance; they wished me to keep away if possible; that was on the 23rd of June in this year; I made this formal protest and took these documents down with a view to what I am bringing before you now, the custom of the manor with reference to admittance.

Mr. *Griffiths.*

5979. It appears to me to be a question of law as to whether the lord of the manor has the right to charge?—A question of custom.

5980. Supposing you paid these two years claimed, and you paid before the expiration of the two years, could the same claim be made in the next two years?—Certainly. As soon as I died the property would come to someone else, and he or they would have to pay this fine over again.

Mr. *Seebohm.*

5981. It seems to me that the case resolves itself, does it not, simply into this: You do not bring before us the question of the minerals at all?—No.

5982. And what you say is that after acquiescence, at any rate, for a very long period in the practice of not taking fines on descent they are now beginning the practice of taking fines on descent?—Yes.

5983. That is one point you wish to bring before us?—Certainly.

5984. I suppose the real difficulty that you have in establishing your claim is in obtaining something which should be absolutely decisive as to what is the custom?—Well, I produce three admittances, my mother's, my grandfather's, and one before that.

5985. I quite see the full force of that, but what I am trying to look at is how it affects us as a Commission. In what way do you bring it forward as a grievance?—As a grievance of attempting to charge a fine when there has been no fine taken before. I think it is a very great grievance.

5986. Is your grievance that the law does not afford an easy enough way of settling the question whether a custom is so-and-so?—Not at all. I am suffering nothing at present. I have made formal application to be admitted. They cannot seize the lands, because I have made formal application to be admitted. The delay is theirs, they want me to be admitted and to have the question of the fine, if any, settled afterwards, but I object to that. I say I am ready to be admitted on the custom of the manor, which is without a fine. I am not suffering any immediate grievance, except that I have no title to the land.

5987. Then I do not see quite what you ask of the Commission?—I come here, because as I tell you, I have found in travelling round the neighbourhood with a view of getting other copies, that there are so few copyholders that have any records at all to produce, and as I am afraid many poor copyholders have not got the evidence that I have to fall back upon (I am not at all afraid on my own account), I think it only right I should come and place it before the Commission as a record, because otherwise you cannot establish the custom. I also wished to supply the Commission with information which, according to the syllabus, they desired to have, viz., as to "what fines and other charges are "made on admission and enrolment?" and "are "they considered oppressive or otherwise?"

Mr. *Seebohm*—continued.

5988. Then I think in receiving that evidence and placing it upon record we have done what you wish?—That is so, certainly.

5989. May I ask you just one question with regard to the facts of the case. How came the lordship to be divided? We are told it is divided; it is not one but there are a great many lordships?—I cannot tell you that.

5990. There are several persons who are together the lords of this manor?—Quite so. But I have here admittances as far back as 1725, in which several names of lords and ladies are mentioned, but I cannot tell you why there were several.

5991. It is a curious case?—Oh, is it?

5992. I mean it is one of the peculiarities of your case that the lord of your manor is not a single person but a great number of persons. Do you think it became so by descent or by sale?—I could not offer any opinion on that matter.

5993. It is not known in the neighbourhood; it is not a matter of any notoriety?—No, they do not trouble about that at all.

Mr. *Grove.*

5994. Have you a map of the property?—Yes, but not here.

5995. The Ebbw Vale Company have leased from you the whole of the land?—The whole of it.

5996. And the use they put it to is that a railway goes over it connecting one part of their mineral property with another?—That is so.

5997. And the rent instead of being agricultural value of 1*l.* per acre, or perhaps even less than that, upon the mountain there, has by reason of being situated close to this mineral property suddenly been raised one may say to the value of 250*l.* a year?—Yes. It is quite a local value; as long as the line in the neighbourhood will be required, and you know the neighbourhood.

5998. Yes, I know the district very well. What length of railway is it that runs over your property: a quarter of a mile or half a mile?—I suppose somewhere between a quarter of a mile and half a mile.

5999. You speak of Mr. Parkes having worked clay from this property since it has been held by the Ebbw Vale Company?—Yes.

6000. And he also gave notice that the lords and ladies claimed certain mineral rights—that they claimed the royalties. Has he worked clay from this property since he gave that notice at the sale?—Oh, no, that was prior to that some years.

6001. Is there a general feeling of discontent in the district?—A very strong feeling.

6002. Can you explain why the tenants who are admitted at every Court more or less—there are always admissions going on—do not have any documentary evidence to put in? Is it not a rule that the steward would give a document similar to this to everyone who is admitted,

Mr. *Grove*—continued.

stating the terms upon which he is admitted?—Certainly, but it would appear that as a value is only attached to the one copy you hold yourself many people have neglected these old copies: in fact I have had to communicate with many members of my grandfather's family in order to obtain these copies and they had been thrown away as of no value and put in old boxes.

6003. I rather gather from you that you have been recently trying to see some copies that have been issued by the steward lately but you have not been able to get hold of them?—I am not looking up for recent copies of admissions. I want old copies to establish the custom and I find it very difficult to get them. I can get plenty of recent ones but they are of no value.

6004. Would you allow the secretary to have copies of those made which you have before you?—Certainly. If you would allow me to suggest, I do not think it is worth the trouble and expense of copying the whole of them, if a record was simply made of the fact that no fines were charged on admission by descent and that fines were charged upon surrender I take it that would answer the purpose.

6005. I should suggest that it would be most advisable for us to get a complete copy of one and then a footnote that there were other similar documents produced, dated so-and-so to so-and-so, in which no fine whatever was mentioned?—You can have my mother's copy or my grandfather's copy.

6006. I should like you to leave all those documents with the secretary so that we can make extracts from them?—I will do so.

6007. In the previous cases where fines have been paid it was then of course purely agricultural ground of very low value?—Well, in the earlier part of the present century it was begun to be worked as a colliery when my grandfather bought it.

6008. Worked as a small independent colliery?—Yes, they drove levels in and there are the remains of them still. It is most curious how many people have attempted to work that property.

Professor *Rhŷs.*

6009. For the sake of putting those papers on record, I will just ask you to name each of them, and then I will ask you if there is any mention of a fine. I want you just to state enough to enable one to recognise them hereafter, if there should be a search for them at any future time?—I will begin with my mother's admission. The admission of Anne Williams, April the 10th, 1839.

6010. Is there any mention of a fine there?—No fine.

6011. What is the next one?—The admission of Daniel Williams on the 10th of August 1818, by purchase; there is a fine of 12*l.*

6012. That was not by descent?—No, that was by purchase. Then on the 10th of August 1818 admittance of Anne Lewis and of Thomas Lewis.

Professor *Rhŷs*—continued.

6013. Is there any fine?—No fine. Then there is the admittance of Philip Lewis on the 3rd of November 1812.

6014. Is there any fine?—There is a fine of 8*l.* because he purchased it. Then there is the admittance of Lewis Lewis and John Lewis, November the 3rd, 1812.

6015. Was that by descent or by purchase?—By descent; and there was no fine. Those are the documents.

6016. Which would be the documents you wish particularly printed?—My mother's and my grandfather's. (*See* Appendix.)

Mr. *Grove.*

6017. These all refer to the same property?—They all refer to the same property.

6018. It has never been divided in any way?—No.

6019. From beginning to end it is the same boundary?—Yes, the whole property.

Mr. *Brynmor Jones.*

6020. Is not this what really takes place, that so long as there is no alienation, tenants do not apply for admission on descent?—They are not particular about it. The important point is to pay the heriot; that has to be done; and the probate of the will has to be enrolled on the court rolls. So long as that is done, it does not appear according to custom to be necessary to go and get admitted until they want to sell the property.

6021. So far as your experience goes of this manor, tenants habitually neglect to ask for admittance?—I should not like to give an opinion about that without inquiry. I have known cases where they have not been admitted for 20 years. I have known cases where they seek admittance as soon as they can.

Sir *John Llewelyn.*

6022. I rather gather that what you contend is that the existing law is too complicated to assist you to obtain what you think is full justice?—I contend that the present recent attempt to enforce a fine for admittance on descent is very arbitrary and contrary to custom.

6023. Do you contend that the present law will not meet your case?—Yes, so far, because there is so much power in the hands of the steward. I found it very difficult to have a discussion with the steward at this court baron. I have a letter here in which he distinctly tells me first of all that that is the proper place to discuss it.

6024. Perhaps I may put the question more concisely. Do you contend that you have a legal remedy?—I am not particularly anxious to move in the matter. I receive rents.

6025. That does not answer my question?—I do not know how I can answer it, except I want to conform with the custom and obtain legal possession. In order to do that I must be

Sir *John Llewelyn*—continued.

admitted, and in order to be admitted they want me to agree to pay a fine of 500*l.*, which I object to.

6026. I should like to know how it is you think the Commission can help you except by giving publicity to what you put before us?—Only in that way. I thought it would be a good way of placing it on record.

6027. I quite understand you are not representing yourself alone?—It struck me in travelling the neighbourhood, that so few people have any record of the custom that little by little the steward undoubtedly will introduce this new custom of making a fine payable on every admittance, and it was very necessary I should make a stand, and I have letters supporting me in that attempt.

Mr. *Brynmor Jones.*

6028. The point you are making is this: that here your family have been in possession of this property for a great many years?—Yes.

6029. Now you find you cannot complete your title without getting a document from the steward?—Yes.

6030. When you apply for the document you are met with a claim which you say is harsh and oppressive?—Certainly.

Mr. *Seebohm.*

6031. What you say is that this question of copyhold property is giving rise to a good deal of difficulty in connexion with minerals at the present time?—Yes, I can give you the names of persons who are now in great difficulty.

Mr. *Grove.*

6032. Have you attempted or has there been any attempt by tenants to enfranchise their holdings under this manor?—Yes, I know of a case at Pontypool now which has been lately enfranchised, but at a very high rate, I understand.

6033. Were the expenses heavy because of the lords and ladies of the manor being divided into so many parts. Do you mean you suppose it is a high rate on that account—legal expenses?—No, it is high because the total amount charged for the property is great.

6034. Probably on purpose to cover that matter, because I take it it is not a thing which may be done by the steward alone—it would have to be referred to all the legal representatives of all the lords and ladies of the manor which is divided into tenths?—That is very probable.

6035. And probably the high rate is to cover the necessary legal expenses?—Quite so.

Mr. *Seebohm.*

6036. Besides that, if it be admitted they have the right to the additional fines, it increases the sum?—Yes, it does.

Chairman.

6037. There are three questions put in by Mr. Vincent. He says, "In order to be quite "clear, may I take it that the witness con- "tends—First, that the fine is illegal *in toto*?" —I contend that it is contrary to custom.

6038. You do not contend it is illegal *in toto*? —I will not say that.

6039. In which case Mr. Vincent says you have your remedy—"Secondly, that it is ex- "cessive even if legal?"—Certainly.

6040. "Thirdly, that it is only if the claim is "made legally, that you have a grievance "against the existing state of the law?" I take it Mr. Vincent means that your grievance lies against the law only if it is made legally? —I do not think I have a grievance against the law. My grievance is against the present system by which it is administered by the steward.

Chairman—continued.

6041. And against the excessive fines?—Yes.

I think I may say that the Commissioners are very much obliged to you for having taken the trouble to give them this information.

Re-examined, 34,708.

The witness withdrew.

Mr. Edwin Sidney Hartland called and examined.

Chairman.

6042. You are Registrar of the County Court of Gloucestershire?—The county court of Gloucestershire holden at Gloucester.

6043. And District Registrar of the High Court?—Yes.

6044. You have practised as a solicitor at Swansea from 1871 to 1890?—Yes.

6045. And you wish to give evidence as to the Duke of Beaufort's estates in the county of Glamorgan?—Yes.

6046. You have some statement to make about the River Tawe?—The Duke claims the bed of the River Tawe for miles beyond the point at which it is, or at which it has been tidal during historical time as I understand. He prohibits mining beneath the bed, or the throwing of a bridge from bank to bank, either altogether or except upon payment of rent and wayleave.

6047. Then you have some statement to make as to Landore?—At Landore,—that is, I believe, within the tidal limit,—he some years ago absolutely prohibited the Tyrglandwr Colliery Company, without assigning any reason, from mining beneath the bed. They were about to take some coal from, I think, Mr. C. H. Smith, who was a tenant of Lord Jersey, but the prohibition by Mr. Baker, the Duke's steward, prevented them. The result was that they were obliged to close their works. Their pit was within about 200 yards of the river, and they would have had to go under the river to get at Lord Jersey's coal. They had to close the works, and in consequence a large number of colliers were thrown out of employment.

6048. And lately some other person has obtained leave to mine?—Has obtained leave, I understand, on paying a way-leave of 2*d.* a ton for going under the river bed.

6049. And higher up the Swansea Vale, when the Swansea Vale Railway was made, the Duke threatened to stop the company from crossing the river at Morriston?—To stop them from crossing the river at Morriston, at Clydach, and at Glais.

6050. But the company had their way?—Yes, they went on, and the Duke, as I am informed, took no further steps.

Chairman—continued.

6051. Is that above the tide-way?—That is above the tide-way. See 6408.

6052. Then there was a case of the Ynispenllwch Tin Works?—Yes, the Ynispenllwch Tin Plate Company some years ago took a lease from the Duke of the right to cross the river by a bridge, and the bridge is there now. The lease has, I believe, expired, but the terms were 10*l.* a year sleeping rent, and ¼*d.* a ton royalty the sleeping rent to merge in the royalty. The lease has expired, but the rent is still claimed and paid by the successors of the Ynispenllwch Company.

6053. Then the Graigola Colliery?—Gueret's Graigola Colliery at Clydach has recently taken a lease at 5*l.* per annum of a similar right, that is, to cross the river by a bridge without any royalty, but with the stipulation that they are not to take goods across belonging to anyone else. Those two bridges are certainly far above the tidal part of the river, and the Duke is not, as I am informed, there a riparian proprietor.

6054. Has the Duke's right ever been challenged may I ask? Have legal proceedings ever been taken?—I do not know. I believe not.

6055. I asked you that because we do not wish to go into any cases that have been decided in a court of law?—I believe not. I am not aware of any.

6056. The Duke is lord of the manor of Trewyddfa?—Yes.

6057. He lets the waste for building?—He lets the waste of the manor for building. See 23,345

6058. You have something to say about Messrs. Calland?—Messrs. Calland are copyhold tenants of the manor. Their estate is now, I think, pretty well covered with buildings; at all events it consists almost entirely of building land, and the reversions of building leases, some of which have been granted for many years. A few years ago they were mortgaging the property; the mortgagees took counsel's opinion on the title, and under his advice required a license to lease. Counsel was of opinion that a forfeiture had probably been committed by leasing without a license. On applying to the Duke of Beaufort they were compelled to pay a fine of 500*l.* and the costs of granting the license.

See 6412.

Chairman—continued.

6059. You have also some complaint to make about the Duke's building leases for artisans' cottages; do you mean that the charge is excessive?—Yes, I think the charge is excessive. It is higher than the charge which is usual for lease and counterpart in other estates. The charge is five guineas. One of the terms is that no assignment or underlease is to be effected without a license, and that license is to be endorsed upon the lease itself, and signed by the Duke himself. That necessitates the sending of the leases up to London, and frequently their detention there for some time. I have known them to be detained for many months.

6060. But is not that very commonly the case?—Not to send away your title deeds to have the license endorsed upon them.

6061. For each license the Duke's solicitors charge two guineas?—Yes, two guineas.

6062. And the alienation fine is what?—The alienation fine is a recent introduction within the last 20 years. It is a fine of 5*s.* to the Duke on every assignment; that is in addition to the charge for the license.

See 23,351–23,368.

6063. You have some particulars to give about a particular case in 1879?—Yes, in 1879 there was a case in which the license was absolutely refused. There was a lease taken of part of Trewyddfa in 1872, I think, by two men named William Williams and John Richards. The land was practically valueless for any other purpose than building, and the rent they had to pay for an acre was five guineas. In 1878 or 1879 they arranged to grant two underleases of portions of the ground for the purpose of the erection of cottages, and they applied to Mr. Baker, the Duke's solicitor, for a license, which he refused. He told them that if they wanted to underlease the property they must surrender the whole lease to the Duke, and the Duke would himself grant the underleases, and of course he would get the profit. I understand that after considerable negotiation and the intercession of Mr. John Glasbrook, who was a large tenant of the Duke, they were obliged to come to those terms, and the original lease was surrendered, and fresh leases were granted to the two underlessees and two fresh leases, one to each of the original two tenants (the original lease was a joint one), and there was an additional rent imposed.

6064. You have some statement to make as to the manor of Clase belonging to the Ecclesiastical Commissioners?—Yes, the Ecclesiastical Commissioners claim as lords of the manor the minerals under the property of the customary freeholders. This is a new claim since the manor has belonged to the Ecclesiastical Commissioners—since it has been transferred by the Bishop of St. David's, to whom it formerly belonged. There are dealings by the customary freeholders with the minerals shown upon the rolls of the manor for 70 or 80 years prior to that period.

6065. You are going to refer to a school board case which Sir John Llewelyn knows something

Chairman—continued.

about?—Yes, in that case I may say there were difficulties owing to Sir John not having been then admitted a tenant, but these difficulties were greatly complicated by the claim which the Commissioners made to the minerals, and which of course Sir John could not concede. After considerable negotiation it was arranged that the school board should take a conveyance jointly from the Commissioners and Sir John Llewelyn. After that was arranged it was more than three years before they fixed the sum they would require as consideration for joining in the conveyance. This, and the negotiations as to the exact form of the reservation of minerals—upon which they raised fresh difficulties—and some other unimportant points, took about four years and a half. This I attribute—very largely, at all events—to the dilatoriness of the Ecclesiastical Commissioners and to the difficulties which they raised chiefly in consequence of this claim to minerals.

6066. Had there never been any trouble with the Bishop of St. David's, the former owner?—No.

6067. Have you any records of that date?—No.

6068. Then the expense of the purchase was increased by the action of the Ecclesiastical Commissioners?—The expense of the purchase was very largely increased by the action of the Commissioners.

6069. You acted as solicitor for one of the customary freeholders?—I acted sometime ago as solicitor for one of the customary freeholders, who, not having been admitted tenant, was anxious to complete his title. In February 1884 a draft surrender and admittance were forwarded to the solicitors to the Commissioners for approval, and after some difficulty and many interviews they were settled, when unfortunately the steward died. This occasioned delay, and on the 11th of March 1885 the solicitors to the Commissioners raised a fresh difficulty as to admitting to the minerals. After many interviews they absolutely refused to admit without expressly excepting the minerals. When I remonstrated they only told me, "Well, you "can go to the court and get a mandamus." After two years' negotiations they suggested that the tenant should buy the minerals, but that was impracticable for family reasons, and he was obliged to abandon his attempt to perfect his title. Their attitude towards all the tenants is the same, the object being to compel them to enfranchise and pay for the minerals; and this they have succeeded in, as I am informed, in some cases.

6070. There seems to have been a considerable amount of red tape about it, then?—Yes, and a little more than red tape, I think.

Sir *John Llewelyn.*

6071. In regard to the difficulties that you have had experience of, both in the matter of mining royalties, and as to the charge of a wayleave for crossing the river, has any evidence

Sir *John Llewelyn*—continued.

as to that been laid before the recent Commission on Mining Royalties?—I am not aware of that. What I have spoken to has been simply the wayleave.

6072. Underground?—Underground wayleave at Landore and bridges at Clydach and Ynispenllwch.

6073. Those questions were largely gone into, I believe, by the Mining Royalties Commission?—I dare say they were, but I did not follow closely the proceedings of that Commission.

6074. You are not aware whether any evidence of the nature you have just been laying before us was laid before that Commission?—I am not aware.

6075. With regard to the alienation fines, do I understand you to complain that it is a grievance that the license, when it is endorsed, calls for an alienation fine chargeable by the Duke's solicitor of 2*l.* 2*s.*?—That is their fee for endorsing the license and obtaining the Duke's signature.

6076. Is the 5*s.* added to that, making 2*l.* 7*s.*?—Yes.

6077. So it is 2*l.* 7*s.*; not 2*l.* 2*s.*?—Yes.

6078. Can you tell me what the ordinary charge in the neighbourhood is for a licence to assign?—It used to be 1*l.* 1*s.*, but I believe it has been recently reduced. I believe on your estates, Sir John, it has been reduced.

6079. And on the Corporation estates, I think?—The Corporation has reduced the charge, and Sir Robert Morris has reduced the charge. In fact, I think several of the large landowners around Swansea have reduced the charges.

6080. Would you consider that a charge is reasonable—some charge?—Yes, if done; but I do not consider the reservation of a license reasonable in itself.

6081. Do you think that it would be right for the owner of the property to know who his tenant is?—Yes, to know who his tenant is; but that object is effected on other estates by requiring notice to be given to the agent and an entry to be made on the lord's rent roll, and a smaller fee is payable for that—a fee of 3*s.* 4*d.*, or something like that.

6082. Then it is not the fact of there being a charge at all, but the amount of the charge that you think is unreasonable?—The amount of the charge is what I chiefly complain of. But I think it unreasonable that the tenants should be required to pay at all. It is really part of the landlord's expenses of management.

6083. Coming on to the question of minerals; that of course is a technical and a strictly legal question about the ownership of the minerals. As a matter of fact, I daresay you are aware that a great deal of the coal has been worked in the manor of Clase largely by Lord Swansea?—Yes.

6084. And other people?—And others, yes.

6085. Are you aware what has been done with regard to the lords of the manor in respect to that coal?—So far as I know nothing has been done, but then you are aware that I have left Swansea now for three years; whether anything has been done since then I do not know.

Sir *John Llewelyn*—continued.

6086. I am only asking you to speak of your own knowledge?—So far as I know, nothing has been done. I believe the solicitors to the Commissioners are anxious not to go into court themselves; they do not want to go into court as plaintiffs at all events.

6087. With regard to the building upon the Manor of Trewyddfa, do you know to what extent the waste of the Manor of Trewyddfa has been let for building?—I do not know to what extent. I know that many houses have been built upon it.

6088. Are you aware of the acreage of that manor?—I am not.

6089. When you were there and knew the district of your own knowledge, was there not a very considerable amount of land there still unbuilt upon?—Oh, yes, and there is still; I was there a week ago.

6090. Upon which no herbage grows, and which looks very much like waste land owing to the action of copper smoke?—Yes, owing to the action of some chemical agent, I believe. I should also say that on the right hand side of the road from Swansea to Morriston the Duke has erected stones upon the waste marked "D. B." (Duke of Beaufort) and some portions of that, I think, have been recently enclosed.

6091. Do you not think that it would be greatly to the public benefit if a clear understanding could be arrived at as to the way in which that land could be utilised for building purposes?—I think it would be greatly for the public benefit that an understanding should be arrived at as to the way in which that land should be utilised. I think you, Sir John, are a tenant of the manor. Some years ago, the school board of Swansea proposed to take a piece of the waste for the purpose of erecting a school.

6092. At Trewyddfa?—Yes, at Trewyddfa. Your late father was at the time a member of the board, and he opposed the taking of the land by agreement with the duke; he said that unless it was taken by compulsory purchase and the copyholders paid whatever their shares might be, he should oppose it.

6093. Do you remember that he opposed on principle all enclosures of commons?—I think he did. The duke's solicitor was very anxious to get the board to buy by agreement, but the site was ultimately abandoned.

Professor *Rhŷs.*

6094. I have put together the various items which you have mentioned as paid to the duke, and it struck me that you practically represented his grace as making rather a better thing out of his rights than most landlords. Is my impression correct?—Well, I think that is the impression at Swansea.

Mr. *Grove.*

6095. There is one point in your evidence that I do not know that I quite clearly understood. You said, I think, that the duke refused to allow the Tyrglandwr Colliery Company to

Mr. *Grove*—continued.

mine beneath the bed of the river, and that that industry was completely stopped, and that a large number of colliers were thrown out of employment in consequence of that; and that afterwards some other person agreed to pay 2*d.* per ton for the coal so worked, and then it was allowed to go on?—Not exactly so. I am not aware whether there was any coal to be worked under the river; but what has recently been agreed upon is 2*d.* per ton as a wayleave.

6096. As a wayleave?—As a wayleave to go under the bed of the river.

6097. Is that wayleave considered excessive?—That is considered excessive.

6098. What is the ordinary wayleave in the district, ½*d.* or 1*d.*?—It is less than that. The wayleave which he charged for a bridge at Ynispenllwch was ¼*d.* per ton.

6099. For a bridge?—That was for a bridge, yes.

6100. Then that was a surface wayleave?—There was no surface wayleave because the Duke is not a riparian proprietor.

6101. But when you say a bridge, what does that mean?—I mean a bridge. I mean that the Duke claims the right to prevent bridges being put over the river, not only over that portion which is tidal, but for miles above it.

6102. And in that case it was ¼*d.* per ton agreed?—¼*d.* per ton was agreed to.

6103. But in the other case, the case of the colliery, he insisted upon 2*d.* per ton as a wayleave?—Yes, that is quite a recent taking, as I understand.

6104. Then you spoke of this case in 1879 when those licenses were refused?—Yes.

6105. You say that they asked that the lease might be surrendered?—They compelled the surrender of the lease, because, in order to keep faith with the persons to whom the lessees had agreed to underlease, the lessees were obliged to surrender their lease.

6106. What length of lease, then, was unexpired when that surrender took place?—About 54 years, I should think. I may say that the Duke's building leases for cottage property are only 60 years in length, and the covenants are all of them of a very onerous description.

6107. And the legal charge of five guineas is considered excessive, I suppose, for a workman's cottage, is it not?—It is excessive.

6108. And does it probably go so far as to prevent cottages being built by men who would otherwise be likely to put them there?—My opinion is, from what I know of the place and the people, that people do not take leases so readily of the Duke of Beaufort's property as they would if the charges were more reasonable, the term longer, and the covenants less stringent.

6109. Are there any fairly analogous cases in the district where the charge is less?—The charge is everywhere less in the district.

6110. What would be the average charge for a lease of that character?—About four guineas, with, in some cases, at all events, half-a-guinea for the plan.

Mr. *Grove*—continued.

6111. About 4½ guineas?—That is 4½ guineas. It would never exceed that.

6112. Does this five guineas include the plan?—I think it does. I am not quite sure about that, but I believe so.

6113. But it is usual, is it not, to have a plan with each lease, however small a plot?—Yes, it is necessary.

6114. You spoke of some boundary stones having been recently put up in certain parts of the property with the letters "D.B." on them?—Yes.

6115. When you say "recently," how far back do you refer to?—Within the last 15 or 16 years.

Mr. *Seebohm.*

6116. Are we right in understanding that this property of the Duke of Beaufort, to which you allude, is all under him as lord of the manor?—He claims the right to the bed of the river so far as it is tidal, as lord of the Seigniory of Gower, as I understand. By what right he claims the bed of the river beyond I am at a loss to understand.

6117. But as regards these other points—minerals, and so on—you speak of the customary freeholders, I think?—That was as to the manor of Clase, belonging to the Ecclesiastical Commissioners.

6118. Then let us restrict ourselves, for the moment, to that. In what way do those customary freeholders differ from ordinary copyholders?—They are not expressed to hold at the will of the landlord.

6119. Do they pay a small quit rent?—Yes.

6120. A very small one?—A very small one.

6121. A few pence per acre probably?—I do not know exactly what proportion per acre it would be, but I understand that the manor is an unprofitable one, apart from this question of the minerals, to the Ecclesiastical Commissioners, and that is the reason why they are endeavouring to induce the tenants to enfranchise.

6122. But being customary freeholders, and paying a small quit rent to the lord, the legal point arises whether they have a right to the minerals or not?—Quite so.

6123. And I understood you to say that that right has lain dormant for a long time on the part of the lords of the manor, but that now, owing to the increased value of the minerals during the last 50 or 60 or 70 years, the question has been raised and is now unsettled whether the minerals belong to the customary freeholders or to the lord of the manor. Is that correct?—No, pardon me, the manor has not belonged to the Ecclesiastical Commissioners for more than 15 or 20 years I should think, and it is only since the Bishop of St. David's transferred the manor to the Ecclesiastical Commissioners that the question has been raised. Prior to that, for 70 or 80 years there are upon the rolls of the manor records of dealings with the minerals on the part of the tenants. One of my client's own title deeds in that case that I spoke of, in theyear 1866, I think, was enrolled upon the records of the manor—I mean one of his title deeds dealing with the minerals.

Mr. *Seebohm*—continued.

6124. Then the question really is whether it is right in a district like yours, where minerals have become of such enormous importance, that the question of how they are to be dealt with should be left to be fought out by individuals in which case naturally the weaker individuals stand to lose rather than to gain, or whether the whole question should be in some way or other taken up, and put upon a more proper basis. Would that be the view you would put before the Commissioners?—I think that that should be done, certainly. My view is that the claim for the minerals on the part of the lord is an entirely new claim, and amounts, in plain terms, to extortion.

6125. And your view being so, you do not think it is fair that it should be left to individuals to fight the battle in each case?—Quite so.

6126. You would rather it was dealt with as a larger question for the whole country?—Certainly. I did try to induce some of the tenants to take up the question and fight it out at their joint expense, but that I was unable to effect.

6127. Then with regard, not to this particular manor and the minerals, but with regard to the general increased value of property owing to the increase of population, and owing to the minerals, the question between the lord of the manor—who claims, I suppose, some sort of right in the waste—and his lessees, is something of the same kind as the question, how far the increased value of his property ought to go to him, or whether any of it should go to the customary freeholders under him?—I am not aware whether the tenants of the manor of Trewyddfa, which belongs to the Duke of Beaufort, are customary freeholders or copyholders. Sir John Llewelyn could probably say that better than I.

Sir *John Llewelyn.*

6128. I think they are customary freeholders; but I think you said just now—and I was going to ask you to correct that—that it was an unprofitable manor?—I was referring to the manor of Clase.

6129. I beg your pardon. You are now speaking of Trewyddfa?—Yes.

6130. With regard to the other, I was going to say they are not entirely customary freeholders there, but there are some leases on lives besides under the Ecclesiastical Commissioners?—Oh, yes, possibly.

6131. In which the minerals would not be touched; they would be claimed and admitted as belonging to the tenant, I think, there. But you are not speaking of that?—No, I am speaking as regards the minerals of the customary freeholds only.

6132. And as regards these building leases is the increased charge generally made on the ground that they are customary freeholders; because if the lord claims that he is lord of the manor or lord of the waste, and it is a question

Sir *John Llewelyn*—continued.

on what terms he should grant that waste in leases, the persons who take those leases are very much at his mercy as to what payments should be made?—Of course, where you have a town with a large and increasing population and the land around it in the hands of only a few landlords, those landlords are practically in the position of monopolists, because it is absolutely necessary that the people whose business brings them to that town should obtain dwellings on the spot, and the landlords are therefore able practically to dictate the terms upon which they will grant their leases. There is no fair competition.

6133. Then in this case of building leases, it is not a question of manorial rights at all; it is a question simply of ownership, of there being few owners?—No; what I complain of is that the Duke grants wastes of the manor for building, and renders no account, as I understand, to the copyholders, so that they get nothing. The Duke treats, in fact, the waste as if he were the absolute owner, discharged from all rights of copyholders or anybody else over it.

6134. And that brings it, not within the category of its simply being a monopoly of owners, but really makes it a question of manorial lordship?—Yes.

6135. And the rights of the lord in the waste?—Yes.

6136. And there is no easy machinery by which the rights of the copyholders, as between them and him, in these cases can be settled?—Quite so.

6137. May we take it that that is one of the points you wish to put before the Commission?—That is one of the points.

Mr. *Brynmor Jones.*

6138. You are a Fellow of the Society of Antiquaries, I think?—Yes.

6139. And the author of divers well-known works on folk-lore and historical subjects. Have you made any study of the history of Swansea or Gower as to which you would like to give any information to the Commissioners?—No, not specially.

6140. As to the origin of these rights of the Duke of Beaufort. Have you anything you would like to say to the Commissioners?—No, I do not know that I have. I understand that they are of very ancient date, going back to a Royal grant in the reign, I think, of King John. May I express the opinion that it is a very undesirable thing that royal rights should be in the hands of a subject, and that steps should be taken to vest them once more in the Crown. In case this were done, and it were thought right to compensate the Duke for the loss of the rights in question (about which I express no opinion), I think it most desirable that strict inquiry should first be made as to what those rights really are, so that he should not be paid for more than his bare legal rights, no matter for what length of time he had claimed or even obtained more.

Mr. *Brynmor Jones*—continued.

6141. I observe that you drew a distinction in your evidence between the rights of the Duke of Beaufort as lord of the seigniory of Gower and as lord of the manor of, we will say, Trewyddfa?—Yes. See 6628.

6142. Did I understand you to say that the Duke of Beaufort claims what may be called, regal rights above the points at which the river ceases to be tidal?—Yes, so I understand. At all events, I do not know on what ground he claims those rights if it is not as lord of the seigniory.

6143. In fact, do those who act on behalf of the Duke of Beaufort claim the bed of the river above the point at which it ceases to be tidal?—Above the point at which it ceases to be tidal for several miles.

6144. Where does it cease to be tidal?—At Morriston. There is a weir at the Lower Forest, and it is not tidal above that. That is a very old weir.

6145. That is the lowest weir on the river?—That is the lowest weir on the river.

6146. And that is just above Morriston?—That is just above Morriston.

6147. And about three miles from the mouth of the river, I take it?—Yes, about three miles, more or less.

6148. Do the cases that you have mentioned relate to a part of the river above this weir?—Not the case of the Tyrglandwr Colliery Company. That is at Landore, but the other two cases I mentioned of—Gueret's Graigola Colliery and the Ynispenllwch Tin Plate Works—are considerably above the tidal portion of the river, and the threats made by the Duke to stop the crossing by the railway related to a part above the tidal portion of the river.

6149. You say the Duke of Beaufort is not a riparian proprietor at these points?—He is not a riparian proprietor.

6150. Is he lord of the manor abutting upon the bank of the river?—I am not aware that he is. I never heard of any claim upon that ground.

6151. The manor of Trewyddfa does not run down to the river?—Yes, I think it would, but that is below Morriston.

6152. Then, do I understand that the Duke of Beaufort has been attempting to prevent people from putting bridges across the river about Morriston?—Yes, unless they would pay him for the privilege for doing so. Lord Tredegar, higher up the valley, exacts wayleaves for bridges, but there, I think, he is a riparian proprietor.

6153. You say you have known Swansea for a good many years, and practised as a solicitor there?—Yes.

6154. What do you say, speaking broadly, is the effect of the existence and exercise of these seigniorial rights upon the progress of the community?—There are constant disputes about the foreshore and the rights claimed there by the Duke of Beaufort, and a good deal of unpleasantness in consequence, and the tendency of course of these claims must be contrary to the public interest there; but I do not know

Mr. *Brynmor Jones*—continued.

that I can go so far as to say that I know of any material injury to the public interest—speaking of the community. But I have never followed with any attention the discussion of the questions between the Duke and the Corporation of Swansea or the Harbour Trust relating to the river on the foreshore.

6155. I understand the effect of the evidence you have just given to be this—that it gives a good deal of power to the lord of Gower for the time being in reference to the development for commercial purposes of the district?—Yes. To that extent, so far as the interference with the river is concerned, I think it is very detrimental to trade. It imposes a burden on these industries which they ought not to be called upon to bear.

6156. Do you think it is expedient in the interests of the whole of the community to give so much power to any one man?—Very inexpedient indeed.

6157. You think it does not work well?—I think certainly not. You see the Duke is a powerful man with considerable resources, as compared with anybody whose interests come in conflict with his own down there, and people are loth to fall foul of him.

6158. With reference to this manor of Trewyddfa, are courts held regularly in the manor?—I think courts are held, but I do not know any details about them.

6159. Have the tenants any opportunity of objecting to any enclosure on the part of the lord?—I do not know, I have no information as to the holding of courts.

6160. I suppose in this particular manor the grazing is of no great importance is it, if I remember its situation rightly?—No, there is a plentiful crop of stones.

6161. In the building leases that you referred to, what is the form of covenant you refer to as to alienation or assigning of the term? I will put my question in a more concrete form. Does it provide for an absolute discretion on the part of the Duke, or does it say that the Duke shall not refuse except for reasonable cause?—It vests absolute power in the Duke.

6162. The manor of Clase is the manor just beyond Trewyddfa, is it not?—Yes.

6163. Higher up the valley?—Higher up the valley.

6164. Can you tell me whether you have come across any leases for three lives in that district—leases of land in the manor of Clase for instance?—Building leases for three lives.

6165. I beg your pardon, I am reserving the matter of building leases, but leases for any purposes?—I should not like to charge my memory on the subject; I have not had much to do with that at all events.

Chairman.

6166. There are two questions put in by Mr. Vincent. One is, "Do I understand the "witness to say that some body or corporation "enjoys and pays for leave to go under the "river? Who are they?" Do you know of

Chairman—continued.

any body or corporation which enjoys and pays for leave to go under the river?—I understand that the Duke has recently agreed (I may be wrong, of course) with Mr. Fred. Richards to permit him to mine under the river for the purpose of obtaining a road to the coal on the other side.

6167. Then there is another question, "Have "you ever had a complaint from any copyholder "or commoner of Trewyddfa as to the Duke's "operations interfering with the sufficiency of "grazing? This I ask, because subject to the "sufficiency of grazing, the Duke claims the "benefit of the statute of Merton"?—I think I have already stated, in answer to Mr. Brynmor Jones, that the grazing is not of much value.

Professor *Rhŷs.*

6168. I was going to ask you with regard to the case you mentioned just now, of threats by the Duke of Beaufort or his agents, whether you have any letters or documents relating to that?—I have one letter from Mr. Baker, which contains an unmistakeable threat. He says: "I return you this lease"—(this is addressed to the solicitor who was acting in the matter)—"It "must be understood that no breach of covenant "as to assigning or underleasing will be allowed. "Yours truly, Charles Baker." That I understand was written at this point of the negotiations: after the Duke had refused to allow the execution of the under-leases, and before it was arranged that the original lease should be surrendered for the purpose of the new leases being granted. The letter is dated the 3rd January, 1879.

6169. What is the usual practice with regard to assigning?—With regard to the granting of licenses?

6170. Yes?—They are ordinarily granted as a matter of course—not invariably—some landlords exercise what I might perhaps call caprice.

6171. Is there any clause in the leases?—The ordinary clause inserted in the leases down there in that neighbourhood is a restriction which gives an absolute license to the landlord to veto the dealing with the property on the part of the tenant.

6172. Generally, or only on this estate: are you alluding to this estate particularly?—No, that is general, but it is now becoming more usual than it was to insert a proviso that the license shall not be refused except for reasonable cause.

6173. Is there anything of that sort in the leases under the Duke of Beaufort?—Nothing.

Mr. *Grove.*

6174. In any recent leases at all of the Duke of Beaufort's?—I do not know of any recent leases, because I have left Swansea for the last three years; but speaking up to the period within three years or thereabouts, there was no modification.

Chairman.

6175. Did you hear the last witness's evidence?—Yes.

Chairman—continued.

6176. Have you anything to say with regard to that. Have you any knowledge as to the claims of lords of the manor to the minerals, and the excessive fines demanded?—A property passed through my hands about 19 years ago belonging to a manor near Pontypool. It was a customary freehold, and the minerals were worked by the tenant. To the best of my recollection no fine, unless it were a nominal one, was exacted.

6177. In the manor of Wentsland and Bryngwyn?—I think that was the one—Wentsland and Bryngwyn.

6178. That would be the same manor that Mr. Hughes was speaking of?—That was a case of purchase. I acted for the vendors, and was present at the surrender and admittance of the purchaser.

Mr. *Brynmor Jones.*

6179. Where is the manor of Kilvey?—Kilvey is on the east side of the river Tawe.

6180. Has your attention been directed to the very interesting case of the Duke of Beaufort *v.* Smith, in which the Duke of Beaufort brought an assumpsit for money due for customs, duties, and tolls upon, and for coals raised and gotten from the plaintiff's manor and seigniory of Kilvey, and carried through the said manor and seignory, and sold and exported to sea over Swansea Bar?—I know there was such a case, I have never had occasion to look into it.

6181. This is what is stated in the report: "The plaintiff claims to be the owner of the "port of Swansea. He also claims, either as "the lord of the said seigniory of Gower, or of "the manor of Kilvey and other manors parcel "of the said seigniory, the sea shore between "high and low water mark, lying within the "said seignory of Gower, including the manor "of Kilvey and the borough and manor of "Swansea, and also (with certain exceptions) "the soil and channel of the navigable part of "the said river Tawe." That is the river you are referring to?—Yes.

6182. The river that flows down through the Swansea valley, and enters the sea near Kilvey?—Yes.

6183. There I see that the claim is limited to the navigable part with certain exceptions?—Well, it is pressed much beyond that now.

Mr. *Seebohm.*

6184. Is the tidal part and the navigable part the same thing?—Yes, practically, but for very small vessels.

Mr. *Brynmor Jones.*

6185. I should think that looking at the nature of the river now, a claim limited to the soil and channels of the navigable part, would be somewhat different from a claim to the soil and channels of the tidal part?—I understand small craft have come up to Morriston. I have never seen any there; and I may be misinformed on this point. But if so, my case is so much the stronger.

Sir *John Llewelyn.*

6186. The tide will go beyond that I think?—A little beyond that.

Mr. *Brynmor Jones.*

6187. Not beyond the weir?—Not beyond the weir.

6188. The weir is not a quarter of a mile from Morriston, is it?—Oh, yes, I should think it is; the Lower Forest Weir I should think is rather more, but the tide never could have come up, at all events during recent times, beyond the weir, and, as I am informed by geologists, certainly not during historic times so high as the Duke claims.

The witness withdrew.

Chairman.

I understand that the agent and steward of the Duke of Beaufort are here. Perhaps during the interval for luncheon they may be prepared with evidence with regard to the statements made by Mr. Hartland.

Mr. *T. C. Bayliss:* With reference to that, my Lord, may I say that the matter referred to by Mr. Hartland, was a matter which occurred in the lifetime of my late partner, Mr. Baker, some years ago, and I am not prepared at present to go into the full details, but I think very likely that some legal points arose with regard to a defeasance, whether a defeasance should not be executed by the new assignee or lessee, or whether, in order to make the assignee liable to the Duke, there should not be other leases altogether. I think there may be some point of that kind.

Mr. *T. C. Bayliss*—continued.

Chairman.

Then you will prefer to give your evidence on some future date?

Mr. *Bayliss:* I am not prepared to go into it now: it came upon me quite by surprise.

Mr. HENRY ALFRED CHAPMAN recalled and further examined.

Chairman.

See 5094.

6189. You are the Mayor of Swansea, I think?—Yes.

6190. And you have come to give evidence relating to the action and the rights of the Duke of Beaufort on the foreshore of Swansea Bay?—Yes.

6191. And the land which formed part of the foreshore and has since been reclaimed from the sea by natural and artificial means. May I ask you, to start with, whether any legal proceedings have been taken with regard to this foreshore?—There was a case in 1848 of the *Duke of Beaufort* v. *the Corporation of Swansea.*

Chairman—continued.

6192. And what was the result of that action?—The Duke won his case as against the Corporation.

6193. We do not wish to put ourselves in any way against the decision of a court of law; we can hardly, I think, enter into anything that has been already decided in a court of law; we can only accept your evidence and put it on record. I understand you wish to give evidence to show whether or not that legal decision affects the town of Swansea harmfully. Is that so?—That is so.

The Commissioners deliberated.

Chairman.

6194. We wish it to be clearly understood that in receiving evidence as to the grievances of the borough of Swansea we must not be understood to be impugning the authority of any decided case, but, on the other hand, we are not so much concerned with what is the law as with what ought to be the law. We shall be very glad to hear your evidence in that regard?—Precisely; that is what I understood the Commission would desire. I should like, if you will allow me, to say this: when I was before the Commission in Swansea we desired to give evidence not only with regard to the foreshore and the bed of the river, but also with regard to common rights of Plas Marl. I understood from the Commission then, that that portion of our evidence would be received in Swansea; therefore I should like it to be known that we are not prepared to give evidence here with regard to the rights in Plas Marl, and the duke's action there.

Mr. *Grove.*

6195. Not to-day?—Not to-day; we reserve that. I understood from what was stated then that the Commission would be sitting in Swansea again.

Chairman.

6196. I am afraid it will be some time before we return to Swansea, because we have many other places to go to first. That was our statement at Swansea no doubt; it is in the notes of the evidence?—We shall be very glad to see you down there as soon as you can come.

6197. Now, will you continue with any evidence you wish to give as to the rights of the Duke of Beaufort. Have you got any statement written out that you would like to make, perhaps that would be the simplest way?—Yes, I have here a sort of brief, I should just like to preface it first of all by stating that in the year 1762 an Act of Parliament was passed on purpose to allot to two parties, the Duke of

Chairman—continued.

Beaufort and the Corporation of Swansea, two parcels of open and enclosed land called the Town Hill and the Burrows, in the borough of Swansea. That was to the effect that 150 acres of the Town Hill should belong to the Duke, his heirs and assigns for ever, and the burgesses of Swansea were to have, in their corporate capacity, that portion of the land called the Burrows.

Mr. *Brynmor Jones.*

6198. Is this a private Act?—Yes, a private Act.

6199. Have you got it, Mr. Town Clerk?—(Mr. *John Thomas, Town Clerk of Swansea.*) No, I have not got a copy here.

Mr. *Grove.*

6200. (*To the Witness.*) Could you give us the extent of the Burrows. You told us the extent of the Duke's part was 150 acres?—It would be somewhere about a similar amount—something like 150 acres. It extends from the Vivian stream down to the pier. I should think it is quite 150 acres. In fact it is all immediately abutting on the foreshore right away the whole length of Swansea down to the Vivian stream. I may state that one portion of that Act stated that "all the rest and residue "of the said parcel of land called the Town "Hill, and all the said piece of land called the "Burroughs, which were thereby vested in the "burgesses and their successors in their cor-"porate capacity for ever in severalty freed "and discharged of and from all, and all "manner of right, title, and interest whatso-"ever which the Duke of Beaufort, his heirs "and assigns, or any person claiming or to "claim by from or under him, or by from or "under any Lord or Lords of the said Borough "and Manor could or might have, or to pretend "to have, in or to the same, or any part thereof, "save as in the Act thereinafter excepted." There was also a clause saving the rights of the Duke of Beaufort, as lord of the seigniory of Gower, or of the said borough or manor of Swansea, that is, that the Duke was to have the 150 acres on the top of the hill, Swansea was to have the Burrows, and the Duke, as I understand, the foreshore. Now the Duke has got the lot.

Chairman.

6201. Is that the effect of the tide?—No, it is the effect of his agents. The Duke has the Town Hill, he has also that portion of land abutting upon the foreshore, and he has now got the foreshore as well.

6202. And in your opinion that is inimical to the public interests?—I think I shall be able to prove that in a very few minutes.

6203. Is this piece of land the piece of land that was affected by the action of 1848?—A portion of it. In that action what was contended was this. The corporation had, in the public interest, tipped some land upon the foreshore, thus driving the foreshore backward, but

Chairman—continued.

tipped also upon land that had accrued by natural means—that is, by the alluvium of the sea, which I take it would then have been the property of the owners of the adjacent land. Because the Swansea Corporation tipped this ballast and so on, driving back the sea also upon land that had accrued from the sea, the Duke took action in the matter, and the decision was given against the corporation; it was decided that the Duke should have not only the land that had been made by the corporation upon the foreshore, but also the land that had been made by natural means before the corporation had tipped upon it.

6204. Now, will you continue your statement?—"The Duke claims the whole of the foreshore "of Swansea Bay, in other words, the sea shore "between high and low water mark, and his "predecessors have received, and the present "Duke is still receiving, money in respect of "any clay, sea-weed, and sand, that may from "time to time be removed. The Duke claims "this property as his absolute freehold, and has "in recent years disposed of a portion thereof "to a person named Mr. John Dickson, receiv-"ing as consideration money therefor, the "sum of 25,000*l.*" I must interject here that Mr. Dickson, for a trifle less than half that property, for which he paid 25,000*l.*, has since received 56,000*l.*, so you may understand the value of the property in that immediate neighbourhood, and the detriment it is to the Swansea Corporation that the property should have thus slipped from their hands. "That the Duke has "also received from the Corporation of Swansea "payments from time to time in respect of "sewer outlets placed on the foreshore. That "by reason of the construction of the Swansea "Pier a considerable quantity of land has been "reclaimed from the sea, and this land was "claimed by the Duke. The Corporation "resisted the Duke's claim, contending the land "belonging to them as owners of the adjacent "soil, and in the year 1846, or thereabouts, an "action for trespass was brought by the Duke "against the Corporation, when it was held "that the land in dispute, having been reclaimed "from the sea by artificial means, and not "being a natural accretion, the land belonged "to the Duke of Beaufort, and not to the "Swansea Corporation. That by reason of "this decision the Duke has become possessed "of property which will prevent the burgesses "of the borough gaining access to the foreshore, "at certain points, without committing a "trespass. That the Duke's rights to the "foreshore ought to be investigated by Parlia-"ment, and the same properly defined. That "it is wrong in principle, and contrary to "public policy, that any individual should, "either by reason of a grant from the Crown, "or in any other manner, become possessed of "any part of the foreshore, which, according to "the natural order of things, ought to be open "to free and uninterrupted use by the public. "That his Grace the Duke has also received "from the Swansea Harbour Trustees large

Chairman—continued.

" sums of money in respect of land between " high and low water mark, sold by him to the " trustees. The following is a list of some of " the payments thus made :—In the year 1840, " 1,500*l.* was paid to the Duke by the Harbour " Trust for the Duke's rights to a ferry across " the river Tawe, the purchase also including " part of the foreshore. In the year 1869, a " further sum of 500*l.* was paid to the Duke " for land upon which was afterwards con- " structed what is known as the Western Pier." —or rather the continuation of the pier—" In " the year 1879 the Swansea Harbour Trust " paid to the Duke 17,500*l.* for that part of the " foreshore within the borough known as " Fabian's Bay, and other adjoining foreshore " property. This land was acquired by the " Trustees for the formation of what is known " as the Prince of Wales' Dock. 25,000*l.*, as " already stated, was also paid to the Duke, by " Mr. John Dickson, for other portions of the " foreshore of Swansea Bay. At the time of " the construction of the South Dock, land " reclaimed from the sea was sold by the Duke " of Beaufort to the Harbour Trust, for the " construction of such dock, the consideration " being a reservation to the Duke of wharfage, " 1,300 feet long, by 120 feet wide" (he is getting the lot now) "and in 1885 negotiations " were opened between the Harbour Trustees " and the Duke for the acquisition by the " Harbour Trust of all the Duke's rights in the " bed of the Swansea River, from a weir at " Morriston" (that is at the end of the tidal river) " to the extreme end of the Swansea Pier, " the Duke asking 25,000*l.* for his rights as " Lord of the Seigniory of Gower and Kilvey. " These negotiations ultimately fell through, " certain members of the Harbour Trust " declining to recognise the rights of the Duke " to dispose of the property in question. As " further evidence of the way in which the " development of the harbour is interfered with " by reason of the Duke's alleged rights, it may " be pointed out that in the year 1883, the " Globe Dry Dock Company entered into " arrangements with the Harbour Trust to rent " from them certain wharfage, at the rate of 1*l.* " per foot frontage, to be used in connexion " with a gridiron, for ship-building purposes, " intended to be constructed upon that part of " the harbour immediately adjoining. These " negotiations, however, fell through, owing to " the terms demanded by the Duke being " prohibitive to the company in question, for " like reasons, in the year 1882, the application " of Messrs. Richardson Brothers, to rent land " on the east side for like purposes also failed. " Secondly, as to the bed of the Swansea River." —the other, of course, was relating to the foreshore—" The Duke claims the bed of the " Swansea River as his absolute freehold, and " as a result it is impossible to either deepen the " river, or to do anything to improve the " navigation of the Tawe, without first obtain- " ing the concurrence of the Duke, and com- " pensating him for any imaginary injury that

Chairman—continued.

" might be occasioned to him. That the " Swansea Corporation, in connexion with their " sewerage system, have been prevented laying " any sewers discharging into the river Tawe, " without first compensating the Duke." I may mention that there was a very considerable period of time intervened between our first of all entering into communication with the Duke and our being able to obtain permission, putting the town to a very great deal of inconvenience on account of the absolute necessity there was for making the sewerage system there. " That " the Duke's rights in respect of the Swansea " River ought to be thoroughly investigated " and decided. That in this case it is equally " improper, and unbecoming the 19th century, " that rights such as those claimed by his Grace " the Duke of Beaufort should any longer " remain unchallenged." That is practically my brief. There are other points that I think it would be well to refer to in connexion with that.

6205. You have never thought of trying any other test action, I suppose. That action of 1848 was considered to be sufficient?—I do not know what was the reason then, but I have it in my own mind that it was the reason stated by the previous witness; that the Duke has very great influence and very great resources down in that immediate neighbourhood, and that might have something to do with it.

Mr. *Brynmor Jones.*

6206. The case was not taken to the Exchequer Chamber or the House of Lords?—No.

6207. Do you know why that was?—I can only suggest, I do not know really.

Mr. *John Thomas* (*Town Clerk of Swansea*): There was an application for a new trial. A rule *nisi* was granted, and afterwards the rule was discharged; the case was not taken any further.

Mr. *Brynmor Jones.*

The rule was discharged by Chief Baron Pollock, Baron Parke, Baron Alderson, and Baron Rolfe.

Mr. *John Thomas:* That is so.

Mr. *Brynmor Jones.*

I do not know, Mr. Town Clerk, whether you are going to give evidence, but perhaps I might ask you now, why was not the case taken to the Exchequer Chamber?

Mr. *John Thomas:* I know of no reason beyond the expense incurred by the Corporation, in those days. The litigation, such as it was, cost the Swansea Corporation 4,000*l.* I rather incline to the opinion that the Corporation did not proceed on account of the expense.

Witness.

e 6418. I may mention, in connexion with the foreshore, that there is tipping going on at the present time of the most offensive nature, completely spoiling that portion of the bay. It was at one time the most fashionable part of the bay to bathe in, it would be a very unfashionable body that would bathe in it now. I have here some photographs [*producing same*] showing the way the bay is now being spoilt by the action of the agents of the Duke. In the first photograph there, instead of our beautiful yellow sands that used to be such an attraction to Swansea, you will see the foreshore is in a very disgusting state on account of the action of the waves upon the tipping, carrying the small *debris* down to the pier and making it completely black, and the very offence for which the Corporation was mulcted of land that they had made is now being carried on by the Duke's agent in a much more offensive way than it was done then.

Chairman.

6208. These tippings are done to reclaim land, are they not?—Obviously.

Mr. *Brynmor Jones.*

6209. I have not had the benefit of a copy of your evidence, and I am not sure that I have gathered rightly the effect of some portions of it. There was a transaction, as I understand, between the Duke of Beaufort and the Mayor, Aldermen, and Burgesses of the borough of Swansea, before the time the South Dock was built?—That is so.

6210. To what property did this action of the Duke of Beaufort against the Mayor of Swansea in 1848 apply? What the report says is this: It was an action in respect of "trespass for "breaking and entering a certain close of the "plaintiff, at Swansea, in the county of Gla- "morgan, abutting on the east on the western "pier of Swansea, and on the south on the "seashore, and for erecting thereon certain "seats," &c.?—Yes, that was the land that constituted the so-called Burrows.

6211. How was that land formed?—By the gradual accretion of sand that was washed up by the tide, the sea was going further back, or, you might say, the land was encroaching upon the sea. On purpose to make it convenient for commerce there, they allowed the tipping of ballast upon that shore, consolidating the land, and, as I understand from the evidence that was given there, they tipped it a little bit too far. On purpose to prevent this ballast from being washed into the sea, slag was sent out from the Western Pier, about 80 yards along the shore, and it was raised so high that the inhabitants of Cambrian Place, which you will remember overlooks the South Dock now, complained of it. It was then levelled, so that they might be able to see the sea from their windows, and on purpose to make it comfortable and convenient for the inhabitants of Swansea it was laid out, and seats were laid there. The action of trespass

Mr. *Brynmor Jones*—continued.

that the Duke brought against the Corporation was, I understand, in respect of the provision of those seats.

6212. Then a portion of the land in question in that case was artificially interposed between the sea and the land?—Yes.

6213. And the other portion was the gradual result of natural processes?—Just so.

6214. The ordinary doctrine of the law is, that where the addition is sudden and considerable, the land is to go to the King?—So I understand it. At any rate, I do not see how it ought to have gone to the Duke. It ought either to have gone to the owner of the adjacent soil or to the Crown.

6215. But then it is perfectly clear from this case that the Duke put in the grants from King John and from King Edward I. giving him virtually regal rights. What I cannot understand from your evidence is this: Taking that to be so, taking it that the land belongs to the Duke of Beaufort, as it appears to do, it belongs to him in the same sense in which the sea-shore belongs to the King or Queen as lord of the shore. Does he claim to exercise the rights of an individual owner over it?—It appears so from the action that has been taken continuously, and the selling of the freehold of it to people.

6216. I notice the selling too; of course, that might be a selling of whatever rights were implied as belonging to the Duke of Beaufort under the circumstances. Have the Duke's agents done anything with this property at any time?—Oh, yes, they have sold a portion of it.

6217. I mean actually done anything in the way of building, for instance?—They have allowed us to build a hospital, for which we are very much obliged to them—a fever hospital, which is exceedingly convenient—and for that we are paying them 10*l.* a year; I beg pardon, I thought it was 10*l.* a year, but I am told it is a nominal rent.

Sir *John Llewelyn.*

6218. A removable building?—A removable building for infectious diseases.

Professor *Rhŷs.*

6219. Anyhow, you pay a rent for it?—We pay a rent for it, and they are also receiving, as I understand, 2*d.* per load from those who bring the refuse to tip upon the foreshore. They are making that charge of 2*d.* per load in making this land.

Mr. *Brynmor Jones.*

6220. The Duke of Beaufort, I gather, is lord of the manor of Swansea as well; there is a manor of Swansea?—Yes; two distinctive titles, as I understand; he is lord of the manor of Swansea and also seignior of the seigniory of Gower.

6221. From the evidence before us to-day, he appears to be lord of the manor of Trewyddfa, also lord of the manor of Kilvey, as appears from this case of the *Duke of Beaufort* v. *Smith*,

Mr. *Brynmor Jones*—continued.

and I understand he is lord of the manor of Swansea as well?—Yes.

6222. And over and above that he is lord of the seigniory or honour of Gower?—Yes, which overrides, as I understand, the lordship of the manor of Swansea.

6223. No. What Baron Parke says is this: "The only question is, whether, it being un- "certain how much constituted the Terra de "Gower at the time in the reign of King John, "modern usage may be made use of as evidence "to show what was comprised within the limits "of the manor, that is, what was the boundary "of the manor, both upon the land side and "sea side . . . . . I think the jury were "properly instructed, in this case, to inquire, "from modern usuage, whether the limit of the "Terra de Gower was or was not the low "water mark of the sea-shore." I cannot gather from that judgment whether this foreshore or sea shore, or this derelict land or alluvial land, is parcel of the manor of Swansea, or parcel of the land of Gower?—Is not Swansea in Gower, or a portion of it?

6224. Quite so, but all the manors are in the Terra de Gower. Kilvey is in the seigniory of Gower?—But the seigniory, I think, overrides the whole lot of them.

6225. There is a distinction between the right of foreshore and the sort of right which, as I gather from this and other cases, may be possessed by the lord of the manor?—That I must leave you legal gentlemen to decide.

6226. We cannot decide anything. I only want to know what inference is to be drawn from what has been actually done since 1849. As I understand your evidence, the Duke of Beaufort treats this land exactly as though he were a private proprietor of it?—Precisely so; from all the evidence I can gather he is treating it as his own freehold. Whether his right as seignior of Gower, or lord of the manor of Swansea, enable him to do so, I cannot say, but the facts seem to be that he is treating it as his freehold, selling it and letting it, and giving permission to tip upon it, and making charges for doing so—taking tolls for permission to take away the sand and the clay, and so on—exercising all these rights of absolute ownership.

Mr. *Seebohm.*

6227. And stopping the public from passing over?—Yes. I take it we cannot now obtain access to the sands except by committing a trespass. He is also making a charge in respect of our sewer pipes being allowed to go down into the bay. He has charged also the bathing company some sort of wayleave for a pipe to go underneath the railway in order to obtain the sea-water from the sea that they pump up for baths. He also charges for the outlets for our sewers. All these are charges by the Duke upon us.

Mr. *Brynmor Jones.*

6228. The south dock is on the right bank of the river, is it not?—The left, looking up. Looking towards the sea, it is on the right.

Mr. *Brynmor Jones*—continued.

6229. That is, the right bank of the river?—Yes.

6230. Then it runs parallel to the sea, does it not; almost at right angles to the river?—Yes.

6231. And to the north dock?—Yes.

6232. Then there is a bit of land, is there not, between the south dock and the sea?—Yes.

6233. Does the Duke of Beaufort, or do the purchasers from him, claim that as private property?—That portion of it belongs to the Swansea Harbour Trust under their agreement with the Duke and the Swansea Corporation.

6234. That is the bit that was bought from the Duke by the Harbour Trust?—Yes, in consideration of the Duke having the right to 130 feet of wharfage. The spoil bank that was naturally made by excavating the dock went out that way, and I think it is under that right also that he claims all the encroachments upon the foreshore as his own private property.

6235. If you cross over the south dock or the basin and go to the left you get to the pier, do you not?—Yes.

6236. Whose property is the land between the pier and the land between the sea and the south dock?—The Duke of Beaufort claims it, and is in possession of it now. It was of that piece of land that those photographs were taken that I showed you. You will have noticed one in which the pier rail is shown. That photograph shows a portion of the ground you are referring to.

6237. By what right do the public go along the pier?—None at all except by the grace of his Grace the Duke of Beaufort. I beg pardon, they have a right of way through the Harbour Trust Estate, but on purpose to get on to the pier from any other portion of the town, it is only by the grace of his Grace, except at the very further end of the dock. Paxton Street is the first, I believe, that we have a right to. We have a 30-feet road, which is cut off completely. At the building of the south dock it was reserved for the use of the public, but the Duke having built further and further on, we are now prevented altogether; so this 30-feet road is no use again to the public at all.

6238. How did the Harbour Trust come into being. Was it by Act of Parliament?—First of all, the south dock estate——

6239. My question is about the present Harbour Trust. How did they come into being. Was it by Act of Parliament?—An Act of Parliament, and taking over the south dock estate.

6240. I see that, according to this case, the *Duke of Beaufort* v. *Smith*, the Duke is owner of the port of Swansea—lord of the port. "The plaintiff claims to be the owner of the "port of Swansea," and that seems to have been admitted. What arrangement was made with the Duke of Beaufort at the time the Harbour Trust was formed?—He is represented on the Harbour Trust; I think he has two, if not three, representatives there.

Mr. *Brynmor Jones*—continued.

6241. Going back to that case, let me ask—Is this property between the high and low water marks. I am trying to understand the matter. It says that the trespass for which the action was brought was the erection of benches on a ballast bank on the seashore at Swansea between the high and low water marks. Is that the case?—That is the fact. The case was brought before the court.

6242. Do I understand, Mr. Mayor, that you complain of the terms exacted by the Duke of Beaufort? I will put my question, perhaps, in a clearer form. Assuming that by law he has these rights, which appears to be the case, does he claim too much?—I think they are very detrimental to the commercial interests of Swansea. For instance, there was 17,500*l.*, a perpetual rent-charge, you may say, upon the Harbour Trust before they could make the new dock, the Prince of Wales' Dock.

6243. That is not what I meant. Supposing that these rights belong to the Duke of Beaufort legally, and that, therefore, the persons intending to improve the port and borough of Swansea are at his mercy; do you consider that he, as an owner, is asking too much habitually?—My impression is this—that the rights were conferred upon him, not for his own special benefit, not for his individual benefit, but to hold them for the benefit of all; and that he is accruing to himself the whole of the profits. As I take it, he holds it by his gift from the Crown, not so much for the individual, but to keep it and take care of it as lord and seignior, and that it may not be used by the one against the benefit of many. It is more to prevent others doing the very thing which he is doing himself.

6244. The general rule of law is perfectly clear that the ownership of the shore, so far as the reach of the medium high tide between the spring and the neap tide, is vested in the Crown. That is always interpreted to be practically for the public interest, because in that regard the interest of the Crown and the interest of the public must be identical in all practical purposes?—Yes.

6245. Your complaint, as I understand it, is that he, having got a grant, which from the largeness of its terms includes what would ordinarily be vested in the Crown, is exercising it, not as the Crown would exercise it, but as a private owner?—As a private owner pure and simple. If there was any adequate compensation to be given to the public by the seignior there would not be so much to complain of, but he is getting all he can and giving nothing for it.

6246. I am basing the question upon the assumption that the case of the *Duke of Beaufort* v. *The Corporation of Swansea* is conclusive?—I sincerely hope not.

6247. We should not express an opinion upon a purely legal question?—I quite understand that.

Mr. *Seebohm.*

6248. I think the questions which have just been asked very much bring the matter to the point, but, I should like to put this question to you. The Duke of Beaufort claims not only to be the lord, but also to have these greater seignorial rights. As Mr. Brynmor Jones has said, I suppose we must take that case as settling that, under one of those two heads, he has these rights. It does not follow from anything we have heard that he has them as rights which another lord of the manor would not have. Then one naturally asks the question whether you consider that he is exercising these manorial rights, or these seignorial rights, differently from the way an ordinary lord of the manor would be entitled to exercise them elsewhere?—My only experience is under the Duke of Beaufort. I do not know what other lords of a manor have done, but if they all act in the same way as the Duke of Beaufort has, the sooner they are done away with the better.

Mr. *Seebohm*—continued.

6249. Would it not follow, that if the Duke of Beaufort had these rights, not as lord of the manor of Swansea, but from the Crown, that he could exercise no greater rights than the Crown can exercise; and that if it be clear—I not say it is—but, supposing that it was clear that the foreshore opposite the town of Scarboro', for instance, belonged to the Crown, it would be thought a monstrous thing for the Crown to exercise the rights which the Duke of Beaufort is exercising at Swansea. That is what you feel?—That is what I feel.

6250. I am not speaking of the legal point at all, because it may be that that is not the position of matters; but there is that view, which I think may be perfectly fairly put before the Commission: that if these rights are exercised as rights which have been transferred from the Crown to an individual, the individual ought to use them with the same care, and for the public good, in the same way as the Crown. But there is another point which I do not think we have at all made clear; whether he does not exercise these rights as lord of the manor of Swansea? It may be that the owner of the ground at Scarboro', for instance, might have rights as lord of the manor in the foreshore, and then perhaps the public view which Mr. Brynmor Jones has expressed, might have to some extent to be qualified. But then that brings it down to the point, does it not, that you consider that whether these rights are exercised by the lord of the manor, as lord of the manor or as lord of Gower under grant from the Crown, that in either case he is using those rights to the detriment of the growth of the town of Swansea, and that there ought to be some way in which, for the good of the many, these questions could be settled. You bring it before the Commission as one of those things in which, whether the law is so or not—even if it is so—it is a case which may be fairly represented as a grievance of the town of Swansea against an individual?—That is so.

6251. That is the way in which you consider it ought to be put?—That is the impression we have in Swansea.

Mr. *Seebohm*—continued.

6252. I think it is quite right it should be recorded, but you understand we do not go into the legal question at all?—Quite so.

Mr. *Grove.*

6253. You say that the Duke deals with this property as an absolute freehold?—So it appears to us.

6254. And he sold a certain portion to a Mr. Dickson?—Yes.

6255. Did Mr. Dickson give 26,000*l.* for it?—25,000.

6256. And you say that he then sold half?—Less than half.

6257. For how much?—56,500*l.*

6258. So that it would appear as though the whole of the property was worth, we will say, in round figures, 120,000*l.*, or something of that sort?—The price that Mr. Dickson received for it from the London and North Western Railway was arrived at by arbitration so that you may take it that it was somewhere nearly fair.

6259. Why did not the Corporation of Swansea purchase that property at that time?—For what purpose?

6260. If it was worth so much value, would it not have been a good business purchase for them?—Corporations are not allowed to speculate with the ratepayers' money.

6261. That is a very good answer. I suppose, Mr. Mayor, you could give us possibly, if we wish it, any further information—because the whole thing is rather intricate, and wants to be looked at carefully—when we come again to Glamorganshire?—I shall be very pleased to do so.

6262. You spoke of tipping offensive matter in the bay at the present time?—Yes.

6263. What about the port sanitary authority—could they not prevent that?—Well, when I speak of it as being offensive, I do not say it is prejudicial to health, being town refuse, and building refuse; but it is offensive matter being placed in immediate contiguity to the tide, and more especially at our favourite bathing spot.

6264. Of course you consider that, if it was offensive to health, you could deal with it as the Port Sanitary Authority?—Yes.

6265. You say that the land used by the London and North Western Railway Company was taken from Mr. Dickson by arbitration?—Yes.

6266. That land was immediately in front of the bay?—Yes.

Professor *Rhŷs.*

6267. Supposing the Duke of Beaufort dealt with that property as lord of the manor, would that enable him to treat it as his private property?—That is a legal question; but I should say No, if you asked me my opinion.

6268. Then, if he is dealing with it as lord of the seigniory of Gower, would it be right, do you think, for him to go further than the Crown generally does?—I must make you the same answer again. As I understand, the lord of the seigniory of Gower is paramount to the lords of the different manors. These manors

Professor *Rhŷs*—continued.

are in the seigniory of the Gower; he is not only the lord of the manor, but also his own master.

Mr. *Brynmor Jones.*

6269. What I understand from the cases, is this, that these manors are parcels of the honour or seigniory of Gower, and secondly, it might well be, I do not know whether it is so or not, that the lord of the manor, we will say of Clase, which happens to be the Ecclesiastical Commissioners, really held of the Duke of Beaufort, as lord of the seigniory of Gower, and not of the Crown. This grant of the seigniory of Gower took place in the reign of King John, that was before the statute of *Quia Emptores.* One thing in reference to that, if I understand that statute aright, the rights of the lord of the manor are given up by the statute of 1862, are they not?—No, he has been exercising his rights as lord of the manor up to the present time. He is holding a court leet there.

6270. I thought you read a statute in which the rights of the lord of the manor were given up?—In the Act of 1762—I am under that impression myself—but still it has not been acted upon. I should be very sorry indeed to mislead you on any matter. I see there was also a clause saving the rights of the Duke of Beaufort as lord of the seigniory of Gower, or of the said borough or manor of Swansea.

Chairman.

6271. Is that a copy of the exchange of 1762?—That is a report made by the town clerk to the town council in 1886. We were asking how we stood in the matter, and that is the report we received. (*The Report referred to is printed in the Appendix.*)

Professor *Rhŷs.*

6272. Does that, in your opinion, give him a right to deal with it as his absolute private property, either as lord of the manor or as seignior of the seigniory of Gower?—I can only give my opinion—no, it does not.

Sir *John Llewelyn.*

6273. I ask you whether the Duke to your knowledge has sold any other land than that which you have already spoken of to Mr. Dickson—any other of this land reclaimed from the sea?—That was the only sale made to Mr. Dickson, but the Duke has sold land to the Harbour Trust.

6274. I am coming to that. The land which you have spoken of extended from Vivian Stream to the pier?—Yes, the Burrows—the portion allotted to Swansea by the Act of 1762.

6275. You also told us, I think, that he required an acknowledgment in regard to the Prince of Wales' Dock. Land had been acquired from the Duke in Fabian's Bay?—Yes, that is the other side.

6276. What was the acknowledgment paid to the Duke for that?—17,500*l.*

Sir *John Llewelyn*—continued.

6277. The effect of the reclamation from the sea would be to cut the public access off from the burrows?—Yes, from the burrows to the sea.

6278. You consider that to be very detrimental to the interests of the public?—Oh, very much so.

6279. Is that encroachment as you call it continuing—extending?—It is being done at the present day, no doubt at the present hour, carts are going there tipping.

6280. Do you contend it is illegal?—I contend it ought to be.

6281. Have any other steps been taken since the year 1848 to test the legality?—We did attempt to stop Mr. Dickson, who had bought some of this land from the Duke, from selling sand.

6282. You consider the matter to be a pressing one?—Certainly I do.

6283. I think the words you used yourself just now were, if I took them down rightly, that the Duke's right to the foreshore ought to be investigated and defined by Act of Parliament?—Yes.

[Adjourned for a short time.]

Chairman.

6284. We are very much obliged to you for your evidence; it has been most interesting, and I should like to know whether you have anything to add to it now?—Yes, I should like to put in a map we have here showing the accretion not only by the sea, but also by artificial means. I think the high-water mark is different there in two or three places, and I may say further, *this* was the original high-water mark, somewhere about 1840 when the original offence for which the Corporation has been so severely punished, was committed, Cambrian Place that I referred to is somewhere about *here*, and the sea came up within a short distance of where Cambrian Place is. (*The witness explained the positions on the map.*)

6285. This is all formed by the recession of the sea?—Yes, since about 1840.

6286. Is it so recent as that?—Yes. Permit me to show it you on the map: *here* you will see the high-water mark in 1855, and *here* in 1878, and *there* in 1893. It keeps on accreting not only by alluvia, but also by the tippings going on. *This* is the place represented in the photographs, where the house refuse and town refuse and building material has been pitched, and *this* is all slag. At one time *this* was the favourite portion of Swansea, where the principal bathing used to take place, but now it is simply impossible on account of the dirt that is thrown up.

Mr. *Brynmor Jones.*

6287. As I understand, the Guildhall and Cambrian Place are about *there*?—Yes.

6288. Is it the fact that from Cambrian Place you could see the tide coming in and out before the docks were built?—Oh, yes. And that was quite a pleasant walk in the neighbourhood.

Mr. *Brynmor Jones*—continued.

Sir *John Llewelyn.*

6289. The assembly rooms are there now?—Yes, they are.

Chairman.

6290. The docks I suppose are a great benefit to the town?—Yes, they have sacrificed the beauty of this particular portion for the interests of the town. The bay is very lovely all the way round.

Mr. *Brynmor Jones.*

6291. My impression is that I have seen engravings or pictures of Cambrian Place in which you could see at one end of it a little sail, and the tide flowing?—Yes; there are several old pictures of Swansea which we could easily put in evidence in which the whole of it is shown as a pretty piece of sea scenery.

6292. How many acres of land have accreted since the time you refer to?—What the whole amount is I do not know, but you can easily suppose it must be over 100 acres.

6293. Have the Corporation of Swansea always acted as though this decision in 1849 absolutely prevented them from taking any further action in the matter?—They have; you see the Duke is such a very big man.

6294. You were afraid?—Yes, that is about it. Some of them were. We are living in a different age now, and although the Duke is a very big man we have also grown now, so that we are not afraid so much. Opinion has grown larger.

Professor *Rhŷs.*

6294A. You were somewhat afraid of the expense?—That I think was a good excuse.

6295. Have you anything more to add to your evidence besides putting in the map?—I think I have pretty well exhausted it. I was asked as to the question whether the Duke's right should be compensated or not. I think if I could give expression to an opinion, I should certainly say, yes, so far as the rights are concerned according to their present value; not prospective value. Say, for instance, there was a debtor and creditor account kept as to the amount he has received from this time back—to compensate upon those terms and not from this time forward what he might be likely to receive.

6296. You are of opinion that the land will become more valuable?—Oh, certainly.

Sir *John Llewelyn.*

6297. I think you took rather a higher ground, did you not, that the Duke's rights being royal rights ought not to be exercised as against the public?—Yes, certainly.

The witness withdrew.

Mr. ROBERT DICKSON BURNIE, M.P., recalled and further examined.

See 5106.

Chairman.

6298 You are M.P. for Swansea?—Yes.

6299. You have heard the previous witness's statement. Have you anything to add to it?—Just a little in confirmation. I may say that almost all that he has said I am in sympathy with, and I think it represents the facts of the case.

6300. You endorse his evidence?—Yes. In consequence of the very complete evidence of the mayor, I think it will be only necessary for me to detain you a short time. I may explain to those of the Commission who do not know it that I have had many years' experience of public work in Swansea in connexion with the Town Council of Swansea, and as Chairman of the Finance Committee, and Chairman of the Finance Committee of the Harbour Trust, and also as mayor; I am therefore able to bear out what has been taking place, and can say how detrimental to the commercial interests of Swansea this continual control of the Duke of Beaufort as a private individual has been. When any new scheme has come up it has at times been dropped because it has been necessary to get the consent of the Duke of Beaufort. Then with reference especially to the question of delay to the drainage works; that was a source of considerable anxiety to the corporation for many years. We had our drainage works constructed; we had gone to considerable expense to improve the condition of Morriston, Landore, and Plas Marl which was in a most unfortunate insanitary condition; fever was about, and yet we were unable to complete the sewerage works through the refusal of the Duke to allow it to be drained into the river. Now, I wish to express this opinion, whether it was right or not right to drain into the river it seems to me it cannot be to the public interest of a large town like Swansea that any individual, however high in position, should be able to control such an important matter. Then I remember, also, the proposal to buy up what were called the Duke's rights to the foreshore and to the bed of the river. It was due to a small opposition, strenuously urged, that 25,000*l.* was not paid for those rights. It thought that the harbour trust could afford to wait, and the tendency of legislation was not likely to be more favourable to lords of manors and seigniors of seigniories, and, as a consequence, the proposed purchase fell through. I think the mayor has shown you that Swansea has been a fairly rich plum to the Duke of Beaufort. Rightly or otherwise, large sums of money have been obtained from land and property in connexion with Swansea. I want to supplement that, and to mention that in addition the sum of no less than 8,000*l.* was paid to the Duke of Beaufort some few years ago for what were called his rights to the minerals under the town of Swansea. So far that sum has been quite unremunerative to the corporation, but that is an additional amount that the Duke has had out of Swansea. Then, in addition to what he has had from the corporation and from the harbour trust, large sums have been drawn from the railway companies; I merely mention this to emphasize that out of Swansea the Duke of Beaufort has received very considerable financial returns. I do not think I want to do more than (if you would allow me) make what I think is a practical suggestion with a view to bringing about what I should like to arise out of this Commission. From the evidence of Mr. Hartland, I think you will have gathered that, assuming the Duke to have rights on the tidal or navigable parts of the river, there is some doubt whether he has not gone beyond those rights by going above the weir at Morriston. I think that is one point with respect to which there ought to be every inquiry. Another point is this: much of this land, I am of opinion, has been gained from the retreat of the sea and from natural causes. It has been argued here to-day, and I believe that is the law, that the foreshore that is added on by artificial works belongs to the seignior of the seigniory of Gower: but that land that has been added on by accretion or by retreat of the sea, would have been the land of the corporation of Swansea. I think it is desirable, even assuming the Duke's rights to that portion that has been gained from artificial works, that there should be some further inquiry as to whether the whole of that has been due to the artificial works, or whether part has not been due to the natural accretion of the sea. As the mayor says, the Duke has had the whole. Those are points which strike me as requiring more elucidation and investigation. Then Mr. Hartland has also mentioned the land, that from his evidence we gathered, has been wrongly attached or annexed in the neighbourhood of Swansea. There, again, is a question that it is of great importance to further elucidate and inquire into, viz., whether that is so or not. Assuming that we admit all the legal rights as the Duke assumes them himself, I think it will be found that he has even exceeded those. Then I want to call your attention for a moment to the Act of 1762, because I think it will clear up questions which were put by Mr. Seebohm and Mr. Brynmor Jones as to whether these foreshore rights might not have been claimed in the capacity of lord of the manor. There evidently had been disputes between the town of Swansea and the Duke up to the time of the Act of 1762, and it was ultimately compromised and embodied in the Act of Parliament that the Duke should take 150 acres of the Town Hill Estate, which the mayor has referred to, and the words are to this effect, "reserving the remainder," that is after the Duke takes the 150 acres "of the Town Hill," and what was then known as "the Burrows" (and by "the Burrows" is meant the line of property where the sea used to come up to in olden times), "bordering the Swansea "foreshore, to the inhabitants of Swansea." Under this Act of Parliament the manorial

Chairman—continued.

Chairman—continued.

rights I think were made over to the town at the time that the Duke was granted his 150 acres. It goes on to say that it should be placed to the inhabitants of Swansea "freed "and discharged of and from all manner "of right, title, and interest whatsoever which "the Duke of Beaufort, his heirs and assigns, "or any person or persons claiming or to claim "by, from, or under him, or by, from, or under "any lord or lords of the said borough or manor "could, or might have, or pretend to have, in, "or to the same, or any part thereof." I think it is open to this observation, that in that Act of Parliament, if the Duke had any rights as lord of the manor to the foreshore they would have been extinguished.

Professor *Rhŷs.*

6301. Lord of the manor you said?—Yes, lord of the borough or manor. Then comes the greater interest, the seignior of the seigniory of Gower. I take it the lord of the manor is the lesser, included in the greater, and although those foreshore rights, if there were any, had ceased to him as lord of the manor, he retains, and considers afterwards he is entitled to, as seignior of the seigniory of Gower. I do not know whether that explains to Mr. Seebohm the idea of any rights to the foreshore that may have existed for the Duke as lord of the manor. It seems that the claim now is as seignior of the seigniory of Gower, and not as lord of the manor. I think I have shown there are three or four vital points with reference to the interests of the town of Swansea in which there is good ground for inquiry as to whether the position to-day is right or not; that is to say, whether land has been enclosed and annexed, which ought not to have been enclosed, or rights have been asserted over parts of the river that ought not to have been asserted, and whether the claims to foreshore rights are good or not. My idea is this, that if the Commission could see their way to recommend that as a preliminary to Parliamentary interference, an expert should be appointed to inquire into the position of matters, it would not only be useful as regards Swansea, but I believe would be useful as regards many of the other important parts of Wales. It demands inquiry, and the only thing is how is the best practicable way to get at the exact facts. I do not think I should be right in detaining the Commission any longer unless it is to answer any questions that you may desire to put to me.

Sir *John Llewelyn.*

6302. You said that a few years ago, 8,000*l.* were paid for the minerals underneath the borough of Swansea. Of course there has been no attempt yet to work them, but it is possible in future days there may be?—I think the balance of opinion is that the minerals are not of much practical value. I should have said

Sir *John Llewelyn*—continued.

that I am informed by the town clerk that under the Act of Parliament of 1762, the minerals were reserved to the Duke, and that is why the minerals were sold subsequently for 8,000*l.*

6303. Whether valuable or not, they now belong to the borough of Swansea?—Yes, for the sum of 8,000*l.*

Mr. *Seebohm.*

6304. You speak of the corporation of Swansea as being entirely distinct, of course, from the Duke of Beaufort as the landowner. When was the corporation of Swansea created?—It is a very old corporation.

6305. Do you know whether the charter was from the Crown or from the Duke of Beaufort at that time?—I think the original charter was from Henry II.

Mr. *Brynmor Jones.*

6306. There were earlier charters, I think?—At any rate, they are very old indeed.

Mr. *John Thomas:* We go back to King John.

Mr. *Chapman:* William de Breos was the first seignior.

Mr. *Brynmor Jones.*

6307. By that name they were granted; that is, by the name of Terra de Gower; they were granted by charter by King John in the fourth year of his reign. Is the first charter of the borough of Swansea from that time granted to William de Breos?—I think it is; that is my recollection.

Mr. *Seebohm.*

In those charters are there any words giving jurisdiction over the port, or anything which would be useful in this question. For the purposes of this inquiry we have not had it put before us as to whether there be in those charters any matters which would constitute, perhaps, an important element in the matter.

Chairman.

6308. Perhaps they will produce them. Have you regarded it from that point of view: that the corporation itself would probably have rights?—Certainly.

6309. They have not been brought forward to-day: and those rights are not such rights under the Charter as limit the rights of the Duke of Beaufort either as lord of the manor or seignior of the seigniory of Gower?—I have

Chairman—continued.

always understood that the charters of Swansea have given very great freedom: more than the usual freedom given in charters, rather than less.

Mr. *Chapman.*

I remember one from King John in which it gives rights to cut down certain wood and make certain tolls and certain charges for entering the port. They are peculiar names, but it means that they have a right to take wood and levy toll upon the wood brought to the town.

Mr. *Seebohm.*

6310. How does it come that the Duke of Beaufort is the lord of the port?—Mr. Brynmor Jones read that from some law suit.

Mr. *Brynmor Jones.*

In the case of the *Duke of Beaufort* v. *Smith*, to which I alluded, the question of the Duke of Beaufort as owner of the port appeared to have been more or less relevant, and it is expressly stated in the report that the plaintiff claimed to be the owner of the port of Swansea. As a rule, by the common law, it is the King who would have been the owner of the port.

Mr. *Seebohm.*

When the King by charter created the corporation one would have naturally supposed there would be some words which would have carried the right to the port.

Mr. *Brynmor Jones.*

I understand that to be this: that the Duke of Beaufort under this charter, or, rather, as the successor in title of the person who obtained a charter or grant of the land of Gower, claimed that he had the same rights which the King would ordinarily have had in reference to this port.

Mr. *Seebohm.*

Having given a charter, his rights would be limited by the charter which was given.

Mr. *Brynmor Jones.*

Undoubtedly he could not derogate from his own grant.

Mr. *Seebohm.*

6311. I do not know that we can follow that further now?—I may mention there is a very valuable book in existence, called "The Charters of Swansea," published by Mr. Francis, in which every charter is set out.

Mr. *Brynmor Jones.*

6312. If I remember aright the Board of Trade have now vested in them by statute the duty of attending to the interests of the Crown in regard to the foreshore?—Yes, I believe they have.

Mr. *Brynmor Jones*—continued.

6313. Have any representations ever been made, so far as you know, by the corporation of Swansea to the Board of Trade in reference to the action, or any threatened action of the Duke of Beaufort?—Not to my knowledge. I might explain here that although the corporation have never taken any active steps during recent years, there has been a continuous agitation with reference to the idea that the people of Swansea were being unfairly treated in reference to their foreshore; but it has never concentrated itself sufficiently for any special action to have been taken.

6314. Then, so far as you know, the Crown itself has never had occasion to consider its position in regard to the rights of the Duke of Beaufort?—Not to my recollection.

6315. With regard to the Act of 1762, as I understood the section, or the portion of the Act that you read, the interest and right and title of the Duke of Beaufort to the Burrows was expressly given up?—That is as I understand it.

6316. So that after that Act, and after those 150 acres were taken possession of by the Duke under that Act of 1762, that parcel of land was vested in the corporation of Swansea?—That is as I understand it.

6317. The very considerable accretion of land shown upon the map produced by the mayor is immediately adjoining now the Burrows?—Yes.

6318. Do I understand you to contend that that really ought to belong to the corporation as appurtenant, as it were, as owners of the borough?—I am inclined to think that the action between the corporation and the Duke of Beaufort arose out of this—the people of Swansea had been under the impression that under the Act of 1762 they were entitled to all those rights; that is how I assume the lawsuit came about in 1846, and the people of Swansea were surprised to find that the Duke of Beaufort was stepping in to claim them.

6319. As I understand the general law applicable to the matter it is this: that as to lands gained from the sea, either by alluvion, that is by the washing up of sand, for instance, so as at any time to make what was mere foreshore *terra firma*, or an addition by dereliction, as when the sea shrinks back below the usual water mark; that in those cases if the gain of territory, the gain of land, has come about little by little, by imperceptible degrees, it belongs to the adjoining landowner?—That is as I understand it.

6320. But that if by any sudden natural cause, or some artificial cause, there is a considerable increase of land it belongs to the Crown?—Yes; I understand the position to be as you put it; I tried to express it in that way.

6321. I want to understand your contention as representing the people of Swansea. You

Mr. *Brynmor Jones*—continued.

say that by the Act of 1762 the Burrows became vested in the people of Swansea, freed from any claim or title of the Duke of Beaufort?—Yes, that is it.

6322. And then, partly by natural causes, and partly by artificial causes, very considerable accessions of territory has taken place?—Yes.

6323. Are there any means of ascertaining how much is due to the sudden or artificial cause, and how much to the imperceptible and natural cause?—It is one of those points that I think an expert might be able to get out.

6324. An expert in what?—Well, a person who understands all about Crown rights and regal rights, common lands, &c.

6325. *Prima facie*, that means a lawyer?—Whether a lawyer or not I cannot say, but he should know the law and custom as regards manorial and seignioral rights, common lands, and the like.

6326. It seems to me to turn very much on the question of fact after all?—Some one must investigate. Even the facts stated by Mr Hartland to-day would have to be investigated, and they are exceedingly complicated. With all due respect to a Commission like this, I do not think a Commission such as this could be expected to fully investigate points of that sort.

6327. Of course we cannot affect to investigate with any closeness the rights between individuals; what we want to understand is what grievances there are, if any, which take place and which happen in consequence of the existing state of the law. Having read the report of the case of the Duke of Beaufort *v.* the Mayor of Swansea I cannot find that there is any reference at all to this Act of 1762 there?—Of course the Act of 1762 is not so much a foreshore Act as it is the assigning or making over of the property that bordered the foreshore—the Burrows.

6328. That is true; but as I understand it the land which was in dispute in this action of trespass was part of the land which had become added to the Burrows since 1762?—Certainly.

6329. Then, "And all the said piece of land "called the Burroughs, which was thereby vested "in the Burgesses and their successors in their "corporate capacity for ever in severalty freed "and discharged of and from all, and all manner "of right, title, and interest whatsoever which "the Duke of Beaufort, his heirs and assigns, or "any person or persons claiming or to claim by, "from, or under him, or by, from, or under any "lord or lords of the said Borough and manor "could or might have or to pretend to have, "in or to the same, or any part thereof." That is all the Burrows?—Yes.

6330. "Save as in this Act excepted"?—Yes.

6331. There is a saving clause on the rights of the Duke of Beaufort, as lord of the manor of Swansea?—The right to the minerals.

6332. What does the Act say?—I tried to get the Act this morning, but I found in the House of Commons library they did not go back further than 1798; the town clerk would have the Act.

Mr. *Brynmor Jones*—continued.

6333. Do you know now what the attitude of the agent is in regard to the right of bathing, for instance, at Swansea?—Is there any toll charged to any person—to the keepers of the machines the people, I suppose, use for bathing?—I think they do pay a toll for the bathing machines.

6334. To whom?—To the Duke, I think. I cannot speak with certainty, but I am under that impression. Sand has been sold from the beach. They do make a charge for the standing of the bathing machines.

6335. The Duke makes a charge?—Yes.

Mr. *Glynn Price, Agent to the Duke of Beaufort:* A nominal charge.

Chairman.

Do I understand you to say a nominal charge?

Mr. *Price:* Yes.

The *Witness.*

I do not know whether it is a nominal charge, but I say a charge is made.

Mr. *Brynmor Jones.*

6336. Are there any byelaws of the corporation in reference to bathing?—Yes, there are byelaws of the corporation as to the times of bathing, and what they shall wear.

6337. Has there been any interference on the part of the Duke with regard to the right of bathing?—I am not aware of any.

6338. Apart from charging a toll for the machines?—Not that I am aware of. He has interfered with the rights of putting sewerage pipes; he has claimed the right in the same way as for the water pipes from the "baths"; he claims a rental, so that he assumes what appears to be an absolute and individual ownership.

6339. With regard to the taking of sand, do you know anything about that?—At one time there was a very great disturbance in Swansea; a lot of people were sent to gaol for taking sand; they were selling sand and people refused to pay and asserted their rights. The Duke intervened, and I am not sure, but I think I am right in saying that he discontinued charging but prohibited anyone taking it.

6340. Is there any fishing done by means of nets or weirs placed on the foreshore?—Yes, there are weirs along the foreshore.

6341. Who exercises the right of fishing in that way?—I think the Duke exercises all the fishing rights there.

6342. Does he charge the persons who put the fishing weirs there?—That I cannot say.

6343. How about the oyster beds at the Mumbles? What is the practical position in regard to them?—I believe the Duke claims the foreshore there.

Chairman.

6344. And the oyster beds?—And the right to put them there, I believe, I know the Duke

Chairman—continued.

refused to allow the sewerage pipes to be put at the Mumbles at one time, and created a lot of dissatisfaction with the Mumbles villagers.

Mr. *Brynmor Jones.*

6345. Is it the fact that there was a prison or gaol in connexion with the seigniory of Gower or the manor of Swansea, I know not which, at Swansea?—I do not know.

6346. You do not know when it was discontinued, if there was one?—No.

6347. Is the Swansea Castle, or the site of the Swansea Castle, the property of the Corporation now?—The Duke has an interest in it certainly.

6348. Do you know if there is any court held in connexion with the seigniory of Gower or by the Duke of Beaufort, or any steward or agent in his behalf, as lord of Gower?—I suppose you mean what is called the leet court.

6349. Mr. Mayor told us there was a leet court held, but is it a court of the seigniory of Gower or a court of the manor of Swansea?—I should say the manor of Swansea, because a leet court is held in other parts. For instance, a leet court is held at the Mumbles.

Mr. *Brynmor Jones*—continued.

6350. What is the manor there, Oystermouth?—Oystermouth; it would be as lord of the manor, I think.

Chairman.

6351. There are two questions put in by Mr. Vincent—"Does the witness contend that "there has been any alteration in the nature "and cause of the accretion of land since the "decision of the Court of Exchequer, or does his "suggestion as to natural causes go to the time "before that decision"?—I do not define any time; only during the period that this land has been acquiring as a whole.

6352. "Are you aware that the foreshore is "frequently the property of others than the "Crown, for instance in Carnarvonshire, cer-"tainly," and Mr. Vincent says he thinks in Durham in the Ecclesiastical Commissioners?—I have heard that the Ecclesiastical Commissioners have rights in the foreshore, but I do not know.

The witness withdrew.

Alderman Morgan Tutton called and examined.

Chairman.

6353. Are you a member of the corporation of Swansea?—Yes.

6354. You have heard what the previous witnesses have said?—Yes.

6355. Do you corroborate their evidence?—Yes, in most parts, very nearly all.

6356. Do you wish to add anything yourself to that evidence?—It has occurred to me that I may say a word or two in reference to the point that has been raised as to the Duke of Beaufort being owner of the port of Swansea. I happen to be a member of the Swansea Harbour Trust, I am one of the trustees, and according to the present charter of incorporation of the harbour trust, the Duke of Beaufort has in virtue of two offices two appointments upon the trust, in fact two of the gentlemen are here to-day, and I think there are two others. The corporation has the appointment of nine members, and the remaining portion, with the exception. I think, of the Earl of Jersey, who also has a seat there, are elected members by the traders.

6357. How many in all?—Twenty-four. I mention that matter in reference to the point that was recently raised as to the Duke's claim to be owner of the port. To my mind it would appear that whatever the position may have been before the incorporation of the harbour trust itself the fact of their being four seats reserved to the Duke in his right would appear to show that whatever rights he previously had possessed would have passed from that position and have taken the position of his nominated members on the trust. When I say nominated members, perhaps that is not quite correct, because one gentleman is in virtue of being the

Chairman—continued.

steward, I think, of the seigniory of Gower, and the other is in virtue of his office of coroner to the seigniory of Gower, practically I think, and the nomination of the Duke in the other two offices are direct appointments by the Duke. It has always been, at any rate during my recollection, and I can go back for a considerable number of years now to matters in connexion with Swansea, it has always been considered a sore point by the burgesses that the position of the Duke in reference to the foreshore is not clearly defined. If you would allow me I would point out in reference to the accretion on the foreshore upon the map produced by the Mayor what I think would tend to show that, although part of the contention of the Duke would be correct in regard to one part of it, it is not so likely that it could equally apply to the other portion. I am speaking now of the line running from east to west, and more particularly in regard to what has been called the slag bank. Whatever direction that slag bank took, and it could not have been absolutely from east to west, the accumulation there, the accretion of ground, being by an artificial means, could only have gone out not quite to the 80 yards mentioned, but only a part of it, because it would not have gone direct from east to west. Therefore, the accretion afterwards from the point of that 80 yards to the westward, at any rate to the eastern end of what is now the south dock, would have been a gradual process and should have vested in, I take it, the burgesses of Swansea. It would appear that there must have been some right of the burgesses there even to the south of not only the south dock but also to the

Chairman—continued.

south side of the London and North Western Railway Company Branch where the corporation road runs, a 30-feet road that is declared of right as belonging to the burgesses. That is altogether to the south side of all the south dock works. The slag bank was constructed apparently to protect the ballast that formerly was tipped on what would have been the north and south line.

Sir *John Llewelyn.*

6358. I follow that, but could you not indicate that to the rest of the Commissioners on the map?—Yes, certainly.

[*The witness explained further to the Commissioners upon the map.*]

I should like to point out, that whilst the Duke has disposed apparently of different interests and has received valuable consideration for them, in the case of the south dock the money payment, I think, was only a nominal amount; but he had a very valuable consideration in the 1,300 feet wharfage, which would have been worth 4*l.* a foot, taken at the same value as the Prince of Wales's Dock. He has also received payment for permission to extend the west pier beyond the point, I take it, of high and low water mark. He has assessed the value of his right in the bed o fthe river at a considerable sum. He has been paid a large amount for the site of the Prince of Wales's Dock in what was Fabian's Bay, but still the Duke holds apparently his rights on the foreshore, and he has his full representation on the Harbour Trust, which would appear to have been given him first of all in satisfaction of his right or claim to be the owner of the port. So whilst there have been these large considerations taken out of the harbour, the Duke's position upon the whole appears to hold good, or that would be the contention from the side of the Duke. Consequently, the burgesses are continually being, as it were, landed in a more difficult position than they originally were. The great desire is, that it should be made, as far as practicable, perfectly clear where their interests, if they have any, begin and where they end, and what the powers and the interests of the Duke of Beaufort really are in regard to the future. I would point out, in reference to the 30-feet road, that although they have the road in that particular spot, it is practically useless to them, because it is barred by a high palisading, constructed by the London and North Western Company, under their powers of purchase. Following the suggestion made by the mayor and Mr. Burnie, I would also suggest that anything that would lead to the proper definition of the rights of the one and the other would be what the burgesses require; but they do feel that it is rather hard that out of the rates they should be expected to incur a very heavy outlay for simply asking what they apparently would like to ask Parliament to do for them, or upon the report of this Commission, namely, that the whole question in whatever way may seem desirable or for the best interests should be taken up, and that the position as at present existing should be clearly and finally defined.

Sir *John Llewelyn*—continued.

Chairman.

6359. Are you of opinion, then, that the suggestion of Mr. Burnie is a good one, that the Commission should recommend the appointment of an expert to examine into this?—Well, without using the term "expert," and I do not know anything better to apply, I would certainly adopt the principle, that there should be an inquiry into the position and the rights of the burgesses of Swansea to the foreshore.

6360. Have you anything further to add to your evidence?—I have nothing further to add, but I will answer any question you would like to put to me.

Mr. *Brynmor Jones.*

6361. I do not quite see what such an expert as has been referred to could do unless, of course, the Duke of Beaufort voluntarily submitted to his award or jurisdiction?—That is one of the difficulties I see, and that is the reason I did not quite adopt the word "expert."

6362. I should have thought that something, such as an Act of Parliament, would be really required to deal with the matter?—That is what I should hope.

6363. That is without any consent on the part of the Duke?—I take it that this Commission would make a report, upon which some proceeding would be taken; and my suggestion is that a report, in the wisdom of this Commission, should include a recommendation of some such kind as would commend itself to their judgment upon this particular point. The burgesses feel that they have no other way of getting at it unless it is by the expenditure of a large amount of money, which those of us who are only, perhaps, holding office for a limited time, feel it is doubtful whether we are justified in incurring. It would mean the expenditure of large amounts of money, and when there are urgent sanitary requirements and such things staring us in the face, it is doubtful how far we could pledge the credit of the municipality to incur that expense.

6364. I think I have quite followed the point you have been making, but perhaps I had better suggest to you what I gather it to be, so that there may be no doubt about it. You say that owing to the nature of this grant the burgesses of Swansea have been at a perpetual disadvantage in dealing with the Duke of Beaufort in this sense, that he claims the foreshore. The total effect of all the transactions that have taken place is this: that the point to which the ordinary tide runs has been forced back?—Yes, that is so.

6365. And although it is forced back, and although the corporation have been paying these sums to the Duke of Beaufort, still he comes with his grant in his hand and says "I "am the owner of the foreshore still"?—Yes.

Mr. *Brynmor Jones*—continued.

6366. Then you have to begin the negotiations *de novo* on the same basis as before?—Yes.

6367. Is that the point?—That is the point. I might mention the fact that some years ago I lived in Cambrian Place, which runs parallel with the half-tide basin. I acquired an old lease of that house, and those houses, as Sir John Llewelyn knows, at one time were held to be the first residential houses, at any rate about there.

Sir *John Llewelyn.*

6368. The Assembly Rooms were there?—They were close by. When I lived at that house first, I could see every ship entering the port of Swansea; it was all perfectly clear right away down; all the property is now deteriorated to the extent that they are all used for offices—although I have my own offices there still—but for residential purposes they are destroyed.

Chairman.

6369. Still that would be due partly to the making of the docks?—Yes.

6370. And the docks are of great use to the town?—Yes, that is true.

Mr. *Brynmor Jones.*

6371. Did you know Swansea before the south dock was made?—I was there down over the ground before it was actually constructed, although my memory does not serve me very clearly about that now.

6372. I see the high level branch of the London and North-western Company runs to the south of the south dock?—Yes.

6373. The wharfage accommodation is between the railway and the south dock?—Yes, over which the coal drops come.

6374. And then you come to the roadway?—This is the roadway.

6375. Is *this* part left uncoloured here on the map belonging to the Harbour Trust?—That belongs to the Harbour Trust.

6376. And to whom does the roadway belong? In whom is the freehold of the roadway vested?—I think the freehold is vested in the burgesses—the freehold of the road.

6377. That is the road made at the time that the dock was made, or shortly afterwards, for the convenience of persons coming or going to the south dock?—No, it was not made shortly afterwards, because for some time after, the position of this road was undefined.

6378. I want it as a matter of fact, is this alluvion, or how is it made? Who made it?—I think it would have been made at the time of the construction of the south dock.

6379. It is not a metalled road?—No, it has not been metalled. There is a railway there.

6380. That was a road artificially made by those persons who were making the south dock. At any rate, whether it was a road or not, the soil was put there by those who made the dock?—Yes.

Mr. *Brynmor Jones*—continued.

6381. Beyond that we have, as I understand this map, a further level bit, or comparatively level bit of land, which is enclosed within the green marks?—Yes.

6382. How did that come to be made?—It was made principally by the ballast brought from ships discharging from *these* points over this land shown here. It ran to *that* point, and then down along, tipping as they went along.

6383. Did the Harbour Trust not lay claim to this bit of land so artificially made by ballast?—No, I think the tipping was only done by arrangement; whether it was with the London and North-western Company or the Duke, I do not know, but it was only by arrangement that they were allowed to tip there.

6384. In process of time the tipping goes on, and then the Duke of Beaufort sells this to Mr. John Dickson?—That appears to have been the position. The tipping of the waggons was being continuously done there, but not so much in regard to this section.

6385. If the Harbour Trust asked for permission from the Duke of Beaufort to tip, or pay him anything for it, or came to an arrangement with him as you say, it seems odd it did not occur to anyone to say to him "now, "however, this will belong to us and not to "you"?—Well I do not know, I had nothing to do with it at that time. I think they took powers under one of their Acts to tip ballast along there on the foreshore.

6386. I could understand the owner of the foreshore saying "Well, you asked my permission "to tip and of course I gave it to you, but you "ought to have known what you were doing." I am putting aside old rights now; I am putting the modern position. "You have "abandoned the ballast and you have chosen "to let me take possession of it"?—Whatever the arrangement was it would have been an arrangement between the Harbour Trust and the Duke, or the London and North-western Company who had the position at the time.

Mr. *Grove.*

6387. How was the Harbour Trust constituted? Was it by Act of Parliament?—Yes.

6388. And then there were certain privileges given to the Duke to nominate so and so to represent certain interests?—Yes.

6389. Was that challenged at that time by the Corporation of Swansea, or by anyone at all that you know?—Oh no, I think it was not challenged, the corporation had the nomination of nine members by the same charter.

6390. Nine out of the 24?—Nine out of the 24.

Chairman.

6391. Mr. Vincent wishes me to put this question. "Does the witness know that after

Chairman—continued.

" the action, a deed defining the precise rights " of the Duke and the corporation was drawn " up" ?—No, I am not aware of that.

Chairman.

Are you aware of any such deed, Mr. Town Clerk ?

Mr. *Thomas:* There is a deed existing between the Duke and the corporation as regards the Duke's rights in respect of the property acquired by the Dock Company originally, before the Harbour Trust took over the south dock—defining the position of the property of the Duke and the corporation—but that does not at all affect the question of the foreshore; certainly it affected this land that has been added to what was known as the Burrows.

Chairman.

It affected the question of the foreshore as it was then ?

Mr. *Thomas:* As it was then.

Chairman.

But not the accretion since ?

Mr. *Thomas:* Not the accretion since.

Chairman.

Can we have a copy of that document ?

Mr. *Thomas:* By all means. I have not it with me, but it can be obtained.

Witness.

That would have occurred when so much of the corporation property was taken as was needed to give the Harbour Trust or the South Dock Company at that time the wharfage they have on the north side.

Sir *John Llewelyn.*

6392. It was necessary then for the specific purposes ?—Yes, so that it was not anything with reference to the foreshore rights.

The witness withdrew.

Mr. John Thomas called and examined.

Chairman.

6393. Are you the Town Clerk of Swansea ?—Yes.

6394. Do you wish to add anything to the evidence which has been already given ?—I have nothing to add beyond this. An allusion has been made to the Town Hill and Burrows Enclosure Act, and a great deal has been said about that Act here to-day. I have not brought with me a copy of it, being under the impression that there was really nothing in the Act at all bearing upon the matter, the subject of your inquiry, because the rights alluded to there surrendered by the Duke were the rights over the property allotted to the corporation under that Act of Parliament. It did not at all concern the rights of the Duke as regards the property which was not the subject of the Act of Parliament.

6395. It was only in reference to one particular matter ?—Then as to the finding of the jury in connexion with the action between the Duke of Beaufort and the corporation in the year 1848. The first question by the judge to the jury was this. He said: " Is the land be- " tween the high and low water mark part of " the seigniory of Gower," to which the jury replied " Yes." Then the fourth question was: " Did the Burrows mentioned in the local Act " extend to the high water mark," to which the jury replied " Yes." So that there is a finding that the Burrows allotted to the corporation under the Act of 1762 extended to high water mark. That is clearly proved by the finding of the jury in that case.

Mr. *Seebohm*

6396. To the then high-water mark, or the high-water mark for the time being ?—To high-water mark, I take it, at the passing of the Act of 1762.

Mr. *Brynmor Jones,*

6397. The point that Mr. Burnie and the other gentlemen have been making seems to me to be this; that taking that to be the case, that if land by natural causes is added to the Burrows, it belongs to the owners of the Burrows ?—The owner of the adjoining soil.

6398. It is in that way the Act is relevant ?—Yes, but there is no question that the property allotted to the corporation under the Act of 1762 at that date extended to high-water mark; therefore, of course, if there is any natural accretion I take it that the land would belong to the owner of the adjacent soil, that is, the corporation, where they have not disposed of the soil. But in the case here with the Duke, this being the result of artificial means, as I understand, the court held the ordinary rule of law did not apply, and in that case it belonged to him and not to the owner of the adjacent soil.

6399. The jury found that it was part of the seigniory of Gower ?—Yes.

6400. The court determined what the rights of the seigniory of Gower were ?—The jury found that the lands between high and low water mark were part of the seigniory of Gower.

Mr. *Brynmor Jones*—continued.

6401. And this artificial accretion is between what was then the low and high-water mark?—What was at a certain time.

6402. You are disposed to admit that, inasmuch as it was an artificial accretion it would not belong to the corporation as the adjoining proprietors, but would belong to the lord of the manor or the lord of the seigniory?—That would appear to be the finding of the judges.

6403. That does appear to be the finding, but there is nothing here as to what the lord may do with the foreshore, or any land that he acquires?—Oh no. Of course that decision merely deals with the land that was reclaimed by the sea by these artificial means. Beyond that point, I believe, the decision does not go.

6404. The way in which it is put in the book is, that by grant from the Crown, a subject may have a local ownership of a certain portion of the sea, its creeks, &c., and of the shore?—Yes, and in this case, I understand the Duke claims under certain grants made from the Crown.

The witness withdrew.

Mr. Glynn Price called and examined.

Chairman.

6405. We will give you an opportunity now, if you choose, of giving rebutting evidence at once, so that both may appear printed together, and if you prefer to wait you can give us your documentary evidence at some other time?—I have not any documentary evidence, but there are a few points touched on to-day upon which I might offer an explanation.

See 6047.

6406. Take the evidence of Mr. Hartland, as to the bed of the River Tawe?—As regards that, he states what is practically correct, viz., that his Grace does exercise acts of ownership over the bed of the river beyond the point to which the tide flows. With regard to his remark as to a recent arrangement between a certain colliery proprietor and the Duke of Beaufort, as to working minerals under the bed of the river, that was never carried through. Negotiations were entered into, but they were not carried through. The other circumstances to which he alluded, as to persons being prevented from crossing under the bed of the river, occurred, if they occurred at all, before my recollection—they are not within my knowledge.

6407. There is another matter, that when the Swansea Vale Railway was made through Clydach, the Duke threatened to stop the Company from crossing the river at Morriston?—That took place before my time.

See 6052.

6408. Then there was the question about the Ynispenllwch Tin Plate Company?—That was an arrangement entered into a great many years ago, and was carried out by a deed. I think that deed ran for 21 years, and on its expiration a yearly tenancy was entered into on the terms of the deed, or rather the tenancy continued on the terms of the deed.

6409. A lease was not demanded or granted?—Not at the expiration of the license.

6410. Then there was the Graigola Colliery at Clydach?—Messrs. Gueret's Colliery. An arrangement was entered into there for the construction of a bridge.

6411. Then there was something at Trewyddfa, Messrs. Calland, the mortgagees, required a license to lease, and to obtain this license they had to pay the Duke 500*l.*; is that so?—That is a matter which did not come under my immediate control.

Chairman—continued.

See 6

6412. Are you aware whether the usual charges for building leases are five guineas?—Yes, they are.

6413. That no assignment is to be effected without a license to be endorsed?—Yes.

6414. And the fine is usually 5*s.* for that?—With regard to the alienation fine it is only in some cases that is embodied in the lease; a great number of the Duke's leases have not that clause inserted at all; it is only inserted in some cases, and it is not as often inserted as it used to be.

6415. It is inserted now?—In some cases, but not as often as it used to be. It is not an invariable rule to insert the alienation fine of 5*s.* in the lease.

6416. For each license the Duke's solicitors charge 2*l.* 2*s.*, besides the alienation fine?—That is so; that is the custom. With regard to the license, I have had handed to me items of the work done in connexion with these licenses by the solicitor. I think it would be as well if I read them out. It is as follows:—"Items of charge of 2*l.* 2*s.*
"for license to assign. On receipt of letter
"from lessee's solicitor, asking for license to
"assign; writing his Grace's local agent with
"full particulars of application, and to know if
"there was any objection to the proposed
"license being granted.
"Writing to Badminton for counterpart
"lease.
"Writing, acknowledging receipt thereof.
"Writing lessee's solicitor for original lease.
"Writing him acknowledging receipt thereof.
"Instructions for license.
"Drawing same and fair copy.
"Engrossing same by endorsement on lease
"and counterpart.
"Writing his Grace, with appointment to sign
"license.
"Attending his Grace on his signing same,
"and attesting.
"Writing local agent, with license and in-
"structions to hand same over on payment of
"any arrears of rent, heriots, &c., and fee for
"license.
"Writing to Badminton, returning counter-
"part lease.
"Letters, &c."

Chairman—continued.

6417. Is it a fact that the Duke signs every license himself?—Every license; he signs it personally.

6207. 6418. Are you prepared to give rebutting evidence with regard to the rights of the foreshore now, or would you like to make some statement?—I should like to make a statement and reserve some portions of it. Of course I do not go into the question of title. I should more particularly wish to refer to this modern tipping which is going on at the present day, and explain how it arose. A good deal of material was being tipped five or six years ago on the beach, close to the edge of the land which now belongs to the London and North-western Railway Company. It really created a nuisance. The material was tipped there by the public without anyone's consent, very often in the night, and was left there in heaps, and it really became a nuisance; it obstructed the way to the fever hospital belonging to the corporation and to the pier, and it seemed impossible to stop it. It seemed to be a want that the public felt to have some place upon which to deposit this refuse—excavations from buildings and different kinds of refuse. Consequently, I arranged to put a man there to take the refuse and level it, and I also instructed him to reject any refuse which might be of a nature which would be offensive or prejudicial to health. This material was taken and the tipping ground has been very largely availed of, and I should say that this shows it was a public want which was met by the Duke allowing the public of Swansea to tip on this place on payment of 2*d.* a ton for the material tipped, which I considered would just about pay the cost of levelling. The tip has been kept level. I have a plan here and some sections, showing that the tip was kept level, so that it might not obstruct the view or the passage of people over it, and not be an impediment in any way to people going to and fro. Also, when it was represented to me that the tip was close to the hospital and might obstruct the sea breezes, which are so desirable for the hospital, I kept the tip at each side of it, as I think the corporation plan shows. I may say it must be a convenience to the public of Swansea because they have tipped, I think, something like 20,000 tons of material there. In my view I do not think it has created a nuisance. The place was not what you might call a nice seaside promenade by any means. You have the coal drops and the dock, and more than that, the fever hospital there, and people as a rule I fancy do not care to walk about or promenade close to a fever hospital. In connexion with that I think it shows that the corporation did not regard it as a very desirable public promenade, when they applied to the Duke not long since for four acres of this ground upon which to erect a permanent fever hospital. The present one is temporary, and it covers about one acre of ground. They applied for permission to erect a permanent one, covering an area of four acres, one side of which would be very close to the pier.

Chairman—continued.

6419. Have you anything to say with regard to the bathing rights? Is there any charge?—Yes, there is a small charge, a nominal charge. People have not bathed very much at that particular spot, close to this tip, for many years, and hardly at all since the Fever Hospital was planted there.

6420. And about the sand?—The Duke has sold the sand as he has done from time to time for a great number of years.

6421. And the fishing rights?—Within the borough, I think almost without exception, the persons who have put poles into the soil have put them there by the license of the Duke of Beaufort as lord of the seigniory.

6422. Now, I think we had better proceed with your evidence. You are agent for the Glamorganshire estates of the Duke?—Yes.

6423. You succeeded your father in 1883?—Yes, that is so.

6424. He had been agent, or has been agent, a long time?—For 33 years previously, and I may say his father before him was also engaged for the Duke in Glamorganshire. I am the third generation.

6425. Your evidence covers the seigniories of Gower and Kilvey, of which the Duke of Beaufort is lord?—Yes.

6426. The seigniories include several manors?—Yes.

6427. And the area is 182 square miles?—Yes, here is a map showing it.

6428. What is the extent of the property?—It comprises a large area of waste land, some 13,000 acres, I think, and a good deal of enclosed land very much scattered about all over that area.

6429. You have not any statement of the exact acreage?—Not the exact acreage; the property is very much scattered.

6430. Are courts held?—Courts are held every year for the Duke's demesne manors in May of each year usually.

6431. Leet courts and baron courts too?—Yes, they are held at the same time before the same jury.

6432. And the officers are regular officers appointed?—Yes.

6433. There are stewards, deputy stewards, bailiffs, pound keepers, &c.? Are you steward?—No, I am not steward. His Grace's solicitor, Mr. Baylis, who is here, is the steward.

6434. You say there is a considerable area of unenclosed land and various commons?—Yes.

6435. Will you give the names of these commons?—I have only mentioned some within the seigniory; I have picked out instances. I have not given the whole.

6436. Some parts of the commons are suitable for cultivation?—I think some of the low-lying portions may be, and those in the neighbourhood of mining villages and growing populations

6437. But the profit from the reclamation you think doubtful?—Very doubtful, I think.

Chairman—continued.

6438. Are the commons well utilised at present?—Yes, I think fully.

6439. Have there been any inclosures?—A few, but I do not think the tendency to inclose has been so great of late years as formerly. I was rather surprised to find how few they have been in number and in extent. I think approximately they average about an acre a year over the last 10 years; that is only speaking roughly, of course.

6440. What do you consider the effect of unenclosed land?—I think it is very useful for the depasturing of stock, and for the use of farmers in the neighbourhood.

6441. You consider it raises the rental value?—I think so.

6442. You think sheep farming is a decadent industry?—I think it has been declining the last few years, certainly, as to the profit which is derived from it, in consequence of the large importation, from some years past and up to the present time, of foreign wool, and from the large quantity of frozen mutton coming into the country which depreciates prices.

6443. Have you any remedy to suggest?—It is rather difficult to suggest a remedy, but I should think some measure of protection—I can hardly say in what way or what measure—but some measure against the free importation of foreign produce.

6444. We had some evidence given with regard to a suggested stamping of foreign meat?—I think that would be desirable.

6445. As to management, you think no rule could be laid down?—No.

6446. On the whole you think large landowners are the best?—Yes.

6447. And why?—Because as they have large properties, it is not so necessary for them to make the very utmost that they can out of their farms. If a man has two or three farms, and it really forms his living, he has in justice to himself to make the most he can out of them, but if he has a large number of farms then he can content himself with smaller rents.

6448. As to cultivation, you lay down no rule?—No rule.

6449. Do you consider that language, politics, or religion, make any difference in the choice of a tenant?—Not the least; speaking personally I do not even inquire what are the politics, or the form of religion the applicant may favour.

6450. You only care for the financial and personal ability?—Yes.

6451. You never took an applicant without some character I suppose?—I make some inquiry; generally applicants are known to me. There are very few changes of tenancy in consequence of the farms passing from father to son or to some relation. Really it very seldom occurs that there is a change, and when a change does occur someone probably that I know takes the property.

6452. Your date of entry is the 29th September?—Yes.

Chairman—continued.

6453. You have some leases?—Yes, we have only one lease on the estate altogether.

6454. And yearly agreements?—One farm lease I should say; of course there are a great many other leases.

6455. Have you a copy of your agreement?—I have handed in the forms of agreement that have been in use for 40 or 50 years.

6456. Has there been any change in the agreement?—Only such as the changes in the law necessitated from time to time; not substantial changes.

6457. You say there is no great demand for leases?—I have not found that there is.

6458. Would they be granted if there was a demand for them?—They might be. Every application would be considered on its merits.

6459. You believe the tenants feel they are free under the yearly agreements?—I think so.

6460. Are the changes of tenancy more frequent now than formerly?—No, I do not find it so.

6461. You cannot remember any occasion on which His Grace distrained for rent, or compelled a tenant to leave?—No, I cannot remember any such occasion.

6462. There have been some changes for causes unconnected with holdings—what do you mean by that?—What I meant to say was this: that when a change takes place it generally takes place for some other reason than the terms upon which the holding is held, and irrespective of any action of the Duke. A man may want to leave to go to some other part of the country, or want to give up farming, or something of that kind, or for some private reason of his own.

6463. You think they do not leave on account of failure now?—Not in our part of the world, and I hope they will not have to. Up to the present time they have held their own pretty well in our part of the world.

6464. Then resumption of parts of a holding for building, &c. or planting. Is compensation as a rule made?—As a rule.

6465. And for brickfields?—Oh yes, there is generally a special arrangement entered into.

6466. You have some verbal tenancies under the Glamorganshire custom, do you consider the Glamorganshire custom a good one?—It would not be under what your lordship understands, as the custom of East Glamorgan, but our western custom, such as it is.

6467. That differs from the other?—Oh, yes, very materially.

6468. You do not contract out of section 33 of the Agricultural Holdings Act?—No.

6469. And you have had no complaint of oppressive clauses?—No, we have no penal clauses in the agreements.

6470. The amount of rent varies considerably?—Yes, the rent varies so much that it is very difficult to fix any average rent.

6471. You say some pay 4*l.* an acre?—That would be for accommodation land somewhere on the limestone—probably in the parish of Oystermouth. A good deal of grazing land is let at 4*l.* a year; it is either grazing land or market gardens.

Chairman—continued.

6472. That is by arrangement with the tenants?—Yes.

6473. Upland lands average 7*s.* to 10*s.* per acre; lowland lands average 15*s.* to 25*s.* per acre?—Yes, I should think that would be about the mark. It is a very difficult matter to answer definitely.

6474. The rights of pasturage are taken into account in settling the rent?—No doubt they were originally. I know pretty well what a farm is let at, and how much it is worth, and the rent is carried on. No doubt originally the right of pasturage was taken into account.

6475. Have the rents varied much during the last 50 years?—No, I think they have remained the same.

6476. You exact no other service than the rent?—No.

6477. No walking with hounds, or anything of that sort?—Oh dear no.

6478. You never let to the highest bidder?—Certainly not.

6479. And tenants with capital are much to be desired?—Certainly.

6480. Have you something to say about reductions and abatements?—None have been made on His Grace's Glamorganshire estate. I consider the rents are fair and reasonable. There have been no applications made hitherto. I do not think the tenants have been at all dissatisfied.

6481. You consider the rents are an average for the good years and the bad years?—Yes.

6482. Then the payment of rent takes place two months after the rent is due. When would that be?—That would be somewhere in the month of May for the rent due on the 25th of March. The rent which became due on the 29th of September, I should collect some time in the month of November.

6483. Do you find they are usually punctual in payment?—I must bear testimony to the punctual manner in which they pay the rents. If from any cause one of them should happen to find it a little inconvenient on the day to pay his rent, he has only to explain the reason why, and I am always ready to listen to and wait for him.

6484. Have you many arrears at the present time?—Oh yes, some.

6485. You think the preferential claim for rent is helpful to the tenants?—I do, decidedly.

6486. Why?—Because I think it enables many a man to get possession of a farm who might not be able to do so if his landlord was not able to give him a little credit for his rent, and especially where a man passes from a small farm to a large one. There it might be very useful indeed, because when he passes from a small farm to a large one, he wants all the capital to use which he can get, and if the landlord will give him credit that amount of capital can be made use of in working the farm.

6487. You say the existence of this preferential claim is well known to other creditors?—I think so. It is well known all through the country.

Chairman—continued.

6488. Then you say the rates are high?—They are certainly higher than they used to be.

6489. What is the reason for that?—Generally the improvements going on in the country, which require more money to carry out; therefore, the rates have to follow.

6490. Do you think they are higher than they should be. Do you think they are unfairly proportioned?—No, I think not. Generally they are fairly proportioned.

6491. And you say the size of the farms, on an average, is 80 acres?—About that, as near as I can judge.

6492. That would not include sheep farms?—No, not large upland farms, but the general run of the farms.

6493. And there has not been much consolidation of the large farms with the little ones?—Very little, I think.

6494. The nature of the farming, you say, is mixed?—Yes.

6495. And labourers are scarce?—Yes they are especially scarce in our district because of the large demand for labour at times, in the works and collieries, and the men leave to take up work in the collieries and works because the wages are higher. The high rate of wages is a great inducement to them, and causes them to leave the land.

6496. Can you say what the average wage is?—It varies a great deal according to the proximity of a farm to a town; it is difficult to say. Near a town, I suppose, the wages would be about 1*l.* or 18*s.*, and in the country about 15*s.*

6497. Have they fallen or risen on the whole?—Risen, I think, on the whole—decidedly.

6498. Land, you think, is not going out of cultivation?—Not in the district with which I am acquainted.

6499. Is land laid down to pasture in your part of the world?—More than it used to be.

6500. And the disposition to reclaim has vanished?—Yes, on the higher land. It is very noticeable on some of the upland farms adjacent to a waste; you often see the enclosed land, which has been enclosed land, I suppose, for centuries, adjacent to the common in very much the same condition as the land outside on the common itself. I have noticed that many times.

6501. Do you suppose that is because of the depreciation of agriculture or that it is not found profitable?—That it has not been found profitable to cultivate the land.

6502. You say that arable is laid down in pasture because it pays better; and you say root crops have increased?—Yes, I think so certainly.

6503. Is there more stock kept?—Yes, the increased root crops tend to support more stock in the winter.

6504. And fallowing has decreased?—Yes, it is very seldom practised now.

6505. The reason of that is the low price of corn?—Yes.

Chairman—continued.

6506. And the effect is a reduction in the number of labourers?—Yes, a decided reduction.

6507. As to improvements—you say this question cannot be answered generally — but as to repairs? — As to repairs, except in very exceptional cases, they are done by the landlord.

6508. Does he do the haulage, or the tenant? —As a rule the tenant does it, but in some cases the landlord helps.

6509. And makes special arrangements?—Yes.

6510. Is any percentage ever charged?—No, not in my experience.

6511. Does the landlord hang the gates?—No, the tenant usually hangs them.

6512. You say where improvements are effected by the tenant, compensation is obtained apart from custom by agreement between landlord and tenant. By that do you mean apart from the custom of the country?—What I meant to say was this: It is quite possible some compensation might be arranged between the landlord and tenant in any special case. It is open to the landlord and tenant to make special arrangements.

6513. I thought it might be something which was not stated in the custom of the county?—No.

6514. Then you say there are no contracts out of the Agricultural Holdings Act. Sometimes tenants contract themselves out of section 33 of the Agricultural Holdings Act, but you say that is not the case on the Duke of Beaufort's estate?—Not on the Duke of Beaufort's estate; they are all yearly notices, to expire on the 29th September—in almost every case.

6515. And there are no contracts out of the custom of the country?—No.

6516. You say you have received no applications for consent to improvements?—None.

6517. But consent would be given if they were reasonable?—Yes, I think so, in most cases.

6518. As to the custom of the country—have you anything to say about that?—The custom of the country is that the out-going tenant should sell. He makes an auction sale in the usual way, and sells all he has to sell. In some cases I believe he even sells the manure if he has any stacked, should the incoming tenant not care to purchase. Very often the incoming tenant takes the manure at a valuation, and he mostly buys such things as he thinks it would be to his advantage to buy. Then he enters on the farm and pays for certain tillages and for manure applied in the last year.

6519. A proportion of bone manure?—A proportion of bone manure, and for lime.

6520. And cake?—Yes, and cake; but I believe he pays for nearly the whole of the lime if it is applied in the last year; but as a matter of fact I do not think tenants generally apply lime in the last year of their tenancies.

Chairman—continued.

6521. You say that permanent improvements are generally done by the landlord?—As a rule they are done by the landlord.

6522. The custom of the country would give compensation for that?—No, I think no compensation.

6523. Then in-coming and out-going tenants. You say out-going tenants may sell by auction stock, crop, hay, corn, straw, turnips?—I should also add to what I have said that it is the custom of the country for an out-going farmer's roots to be allowed to mature on the land before they are taken away after being sold by auction.

6524. Has the out-going tenant any restriction? —None, except the general restriction that he shall farm properly.

6525. He may sell all his produce—his hay and straw?—Everything.

6526. There is no restriction that other straw shall be put in its place?—No, nothing in our case, or by the custom of the country.

6527. There is no preservation of game I believe?—No, the Duke does not preserve

6528. Then as to agricultural education you say that fruit and poultry are neglected?—I hardly like to go as far as that. I do not think that, but I think there should be more fruit grown, and poultry of a better class kept, and more of it, perhaps.

6529. Has there been any agricultural education in your neighbourhood?—I cannot speak as to that.

6530. Then as to the railway rates. You say there are many complaints?—Yes, people complain that the long distance rates compare very favourably with the short distance rates. I mean in one sense that they compare unfavourably. I will explain. A man sends his produce a long distance and pays less than a man who sends his produce a short distance. It was mentioned to me this week that butter coming all the way from Ireland to London pays about half-a-crown per ton less carriage than butter coming from Caermarthenshire, which is just below Swansea.

6531. You think there is room for improvement there?—Yes.

6532. You know of no combination among landowners to refuse certain classes of tenants? —No.

6533. Then as to proprietary farmers, you say the old freeholders have for the most part sold to large owners?—Yes, I think they have nearly disappeared.

6534. But there has been competition for land recently offered for sale, and the prices paid tend to show the moderation of the existing rental?—Yes, there has been very keen competition indeed.

6535. Can you give any instances here?—I have them here. Here are instances of farms bought by non-agriculturalists, that is, by people who have made their money in tin works or the iron trade, or some business or occupation other than farming. There was a farm called Bachygwreiddyn sometime ago which comprised 157 acres 1 rood 10 perches, the rent was 100*l.*,

Chairman—continued.

and the price paid was 5,170*l.*, or something like 51½ years' purchase on the rental. I can give many more where the prices on the rental ran to 35½, 29, 37, 53, 41, 54, 46½ years' purchase. I took those at random from information I had at my office.

6536. You think that tends to show the moderation of the existing rental?—I think so. They must see their way to get some interest on the purchase money otherwise they would not give it.

6537. Have there been many sales on the Duke of Beaufort's estate?—Not of farming land.

6538. Small freeholders you say have decreased in numbers?—Yes, I think so decidedly, and probably the reason is that they saw by selling their freeholds they could turn their money to better advantage, and there would be a difference in their favour between the interest on the purchase money and what they would pay in rent for land.

6539. You think they are better off?—Yes, certainly in the sense that they would have some money in their pockets to help them to farm.

6540. You say the migration of labourers into towns is considerable?—Yes, very considerable.

6541. And the cause is that they get higher wages there?—Yes, very much.

6542. What do you consider to be the relations of landlord and tenant?—Very friendly all round the neighbourhood. Speaking personally, I am very friendly with all the tenants, I think I can safely say.

6543. You consider the class of farmers in your part of the world to be a good class?—I do.

Sir *John Llewelyn.*

6544. In this map is the seigniory of Gower co-terminous with the diocesan boundary?—Yes, it is in some parts, with the diocese of St. Davids. I am not quite sure whether it is in the upper part, but for the greater portion it is so.

6545. You speak of the unenclosed land, and you give us some instances of commons, naming several?—Yes.

6546. And you go on to say that some parts are suitable for cultivation. Could you give us any kind of intimation what proportion of the whole now unenclosed would be suitable for cultivation?—It would be a very difficult thing to do—very difficult.

6547. You have not gone into that matter?—No, I have not, or only generally.

6548. Is it within your knowledge that there has been a proposal for the enclosure of commons contained in an Act?—In any particular neighbourhood?

6549. I am asking you the question whether it has been proposed?—I cannot say that I know of such a proposal.

6550. Fairwood, for example?—No.

Sir *John Llewelyn*—continued.

6551. You say that the profit of reclamation would be doubtful?—I fancy it would be.

6552. Does that apply to the whole or part?—It would apply to some parts more than others

6553. Unenclosed districts are very considerable?—Yes.

6554. They are very much appreciated in the district?—Yes, the farmers generally really appreciate their rights and are very jealous of them.

6555. Do not the cottagers use them very largely?—I think they do, but I cannot admit they have a right to; I think they do to a certain extent.

6556. Largely, I think. When you say there has been no general increase of rent in 50 years, I do not quite understand your meaning?—I mean there may have been special circumstances connected with some particular farm which might have led to its rent having been raised, but there has been no general scheme for increasing the rents over the estate.

6557. Then I notice you say in your abstract of evidence that the rates are high in many villages; what is the meaning of that?—I think there must be a misprint in your paper. It does not convey any meaning to my mind.

Mr. *Richard Jones.*

6558. Perhaps it refers to the cost of sanitation?—No, I do not think I made any special reference to rates in my rough proof at all.

Sir *John Llewelyn.*

6559. Then I will pass it by?—It was simply a note I made in pencil on my proof for my own guidance.

6560. Now about the proprietary farms, at the end of which you say that small freeholders have decreased in number because they could obtain a good price for their land, and you have given us instances why it is better to be tenant than owner. Give us a little more information about that?—I think they may find it better to be tenants than owners in some cases, because if they can sell their land at a high price and rent land at a moderate price they would have some cash in their pockets to help them to farm with, and to help to keep them apart from their farming operations.

6561. Have there been many instances to your knowledge of that?—I have heard of some at different times.

6562. Has the Duke been a purchaser at such?—No.

Professor *Rhŷs.*

6563. Have you many cottages on your own estate?—Yes there are a good many, but they are not occupied generally in connexion with farms but in connexion with small agricultural holdings.

Professor *Rhŷs*—continued.

6564. Do not your farmers have labourers?—Yes.

6564*a*. How are they housed?—They very often live in villages and come to work on the farms; sometimes they are housed in farmhouses and live in the houses with the farmers.

6565. Sometimes in the villages?—Sometimes in the villages.

6566. Is house accommodation plentiful?—Well that is rather a difficult question to answer, because the villages differ so much.

6567. Do they usually have any gardens?—Yes, as a rule.

6568. I think you said that you made no systematic abatements. Have you had many applications for abatements?—No, I cannot say that I have had any applications for abatements—not direct applications.

6569. You say poultry is not so much reared as it might be?—I think more might be kept, and of a better quality.

6570. In some districts there are foxes, for instance, kept. I know farmers who cannot venture to do much in the way of rearing poultry on account of the foxes. Is that so on your estate?—No, I think it is quite the other way. There is a dearth of foxes when they are wanted.

Mr. *Grove.*

6571. You gave a list of certain of the common lands and you are going to put it in in evidence?—I have not a complete list here. I merely mentioned a few names of commons. I understood from the questions, the Commissioners wanted to have a few names mentioned in order to identify certain commons. I did not understand that they wanted a complete list.

6572. It occurs to me that it would be desirable to have a complete list?—I should be very pleased to furnish it to the Commission.

6573. And approximately the acreage?—I can give approximately the acreage of each.

6574. Have you put in a copy of your agreement with the tenants?—Yes, I have.

6575. And is a copy given to each tenant when they sign it?—Yes.

6576. As a matter of fact you give them a copy?—Yes.

6577. Those appear to be agreements of very different dates?—I merely put in the agreements of different dates to show the continuity of the system adopted for about 50 years. The last, of course, is the one used at present.

6578. You would not consider that the want of cottage accommodation on a farm has anything to do with the dearth of labour. Do you not think that the men—say married farm labourers—if they had a decent cottage with good garden where they could settle down would be less likely to go to the ironworks, and that you would get more labour permanently on the land?—Yes, I think that would be the case; but there does seem to be a very strong attraction towards the towns at present. There is the higher wage and I think increased amusements in the towns

Mr. *Grove*—continued.

have something to do with it. There is more life, and they see more of what is going on, and that operates with the younger people.

6579. Would not a decent cottage with a good garden tend to counteract that to some extent?—I think it would.

6580. From that point of view do you consider that your farms are fairly well placed as regards cottage accommodation for the men?—Fairly so, I should say.

6581. Take a farm of 200 acres now. What cottages would you have. Would you have one cottage or two cottages for farm labourers as an average?—In some cases there might be one, and in some cases two, and in some cases there might be an adjacent village where the men could live and come out to their work.

6582. So that it is possible and even probable that you would have farms of 200 acres without cottage accommodation of that kind?—Oh, certainly, it is quite possible.

6583. Can you give us any instances of the present railway rates?—I have not gone into the question minutely, I merely hear about them when they crop up in the course of conversation.

6584. You could not say where it is to, and where it is from, and the particular class of goods?—No, I could not.

6585. Although the Duke does not preserve game in Glamorganshire, have the tenants the right to shoot what they like on their own land. What arrangements do you make as regards game?—In some instances the right of shooting is let, but I do not think there is any preservation of game in the ordinary sense of the word There is very little game anywhere in the district.

Mr. *Seebohm.*

6586. Is it a fact that you have recently claimed that the minerals on customary freeholds belong to the Duke and not to the customary freeholders?—There has been no claim of that kind put forward by the Duke. I do not think the point has arisen.

6587. Have you many customary freeholders on your property?—I do not think there are many.

6588. Most of your tenants would be tenants from year to year under the custom of West Glamorganshire, which differs from that of East Glamorganshire?—Yes, the agricultural tenants would be under the custom.

6589. Have you records of the estate going back for many generations?—Yes, for a long time.

6590. Have you any knowledge, or could you easily obtain knowledge, as to how far this system of year to year tenancy goes, whether before that there were leases for lives or anything else?—Yes, I believe I can go back nearly 100 years.

6591. Do you know whether there were leases for lives?—I do not think there were many agricultural leases for lives.

Mr. *Seebohm*—continued.

6592. You think the year to year tenancies do go back a very long way?—A very long distance, as far as I have had occasion to look back.

Mr. *Richard Jones.*

6593. You say that the rents have not varied much for fifty years. I understand by that that the rents are not fixed by any well-defined principle?—I do not quite follow what you mean.

6594. You have no principle to go by in the fixing of rents?—The greater number of these rents were fixed long before I was born, I should say.

6595. Are those rents going on?—To a great extent.

6596. I should think there is but very little relation between the price of stock and produce and the rent fixed, because the conditions have varied very much during fifty years, have they not?—There is no doubt they have, but still I think the rents must have been fairly fair otherwise tenants would not have been willing to pay them and go on paying them.

6597. Do you not think it would be fairer and more satisfactory to the landlord, and also to the tenant, if the profits from land were more equally divided between landlord and tenant—because the price of produce has varied very much during fifty years, say during the years from 1872 to 1876—the tenant would get a very much greater profit from the produce of the land than he would at the present time?—Yes, but I think over a series of years up to the present time at any rate, in a district where mixed agriculture is pursued, the rents have worked out fairly, because the prices have averaged themselves over a number of years. Sometimes they were very high, and sometimes comparatively low, but when the prices were high, the rent remained the same; so that it has worked out fairly all round over a number of years.

6598. That would do very well, if the same man farmed a farm for 50 years, but the tenants change, and the man who farms for 50 years would not be farming under such favourable circumstances as the man who was farming 25 years ago?—No, that is true, although in our district the price of meat and stock has kept up fairly well until recently.

6599. According to your own showing, sheep farming is a decadent industry?—I think I said the profit is less. I do not know that the number of sheep kept is less.

6600. I have the figures by me of the price of corn. We will go back to the year 1840. Wheat in that year was 66*s.* 4*d.* a quarter, whereas in 1890 it was less than one half, viz., 31*s.* 11*d.*, and yet the rent remains the same?—I cannot go back myself, but from what I have heard people say, meat was very low years ago, and then it came up in price. It was very much lower 25 years ago than during the last 10 years. That is what I have heard.

Mr. *R. Jones*—continued.

6601. From 1870 to 1875 it was very high?—Yes, that was during the very good times at collieries and works; but prior to that it had been going up, I mean for some years; that was the climax of high prices, I fancy.

6602. Do you not think it would work out better if the rent was re-adjusted occasionally instead of going on for 50 years?—I think it is a matter for agreement between landlord and tenant. I do not see how you could re-adjust it in any way which would be better than by the landlord and tenant agreeing between themselves.

6603. You say that there is no disposition to reclaim land, that that disposition has vanished. What inference do you draw from that?—When I say reclaim land, I mean reclaiming waste land adjacent to farms. I think the reason for it in a measure, which I should give, has been the high wages, which men can get by working in works compared to what they would get if they worked in reclaiming land. If they spent the same time in reclaiming land, they would get very much less out of their labour than they would by working in a works at a day wage.

6604. Then you attribute it to the shortness of labour?—Yes, in a great measure, and to the labour that there is being drawn off to the works, because a man with labour to dispose of can dispose of that labour better by working in a works or a colliery than he can in reclaiming land.

6605. Are you referring to farmers now?—I am referring to the small farmers we have in our district. We have some small holdings, which are held by men who work in the collieries themselves, and fill up their time on their farms. At harvest time, for instance, they would neglect the colliery to work on the farm.

6606. How does it apply to large farmers?—We have not very many large farmers in my district, not such as you would find in England. I think the average of the farms would be about 80 acres.

6607. You say there is some land laid down in permanent grass. Does the Duke render any assistance to lay it down?—None, I have never had an application. I think the tenants must find it more to their profit to do it, and they do it without any reference to the landlord, or his agent.

6608. Have you many applications for extension in buildings of late years?—More in the way of repairing existing buildings.

6609. Has not the number of stock increased on the farms?—Yes, but they run out a great many of the rough stock and the young stock; they do not put them into the houses very much.

6610. How do they fare in the seasons like we have had the last two years?—Well, they do not fare as well as if they were in houses, there is no doubt about that; but they make shift somehow or other.

Mr. *R. Jones*—continued.

6611. They have never made any application?—Never would be rather strong to say, but I cannot recollect a case now. No doubt many a man would like to have splendid buildings if he could have them, but I do not see how the landlord is to afford to provide them without increasing the rent or getting some interest on his money. Anything in a reasonable way he would do, no doubt, but not build a large number of extra buildings.

6612. Have you many Englishmen on the Duke of Beaufort's estate?—Some, but the tenants are mostly Welshmen, and people who have been born in the neighbourhood. We have not a great number of Englishmen.

6613. Do you find much difference in the habits of the English farmers to the Welsh farmers?—Do you mean habits of life.

6614. Yes, habits of life?—I think the Welsh farmer can live perhaps quite as hard, to put it mildly, as an English farmer. I think they are very hard working and careful living people.

6615. Do you think they are very thrifty and pinch themselves more than Englishmen?—I think they have been brought up perhaps to live in rather a different way, and so perhaps they may not feel it; they go on as they have been accustomed to. They have been brought up in a particular way and they continue in it, and the Englishmen may have been brought up to live on another scale and they continue in that way.

6616. You have noticed there is a difference in the habits?—I think the Welshmen on the high lands certainly live somewhat harder. You can hardly compare cases, because perhaps the Englishman on the low land has different means, so that it is difficult to make a comparison, and I should not like to do so.

6617. You have been asked some questions with regard to cottages. Have you any vacant labourers' cottages?—None.

6618. When an old cottage goes down do you generally erect a new one in the stead of it?—I have not had any experience in that way. I cannot recall any that have gone down at present.

6619. Does the Duke do anything to encourage the better breeding of cattle and horses among his tenants?—I think he does a great deal in Gloucestershire and the neighbourhood of his own home, but with us he does not do anything in that direction.

Mr. *Brynmor Jones.*

6620. I do not propose to go over the whole of your evidence, or to ask many questions at this late hour of the day, but I do want to ask you one or two questions. You are the agent for the Glamorganshire estates of the Duke of Beaufort?—Yes.

6621. Does your sphere of work as agent extend to making arrangements about foreshore and such matters?—Yes.

Mr. *Brynmor Jones*—continued.

6622. You, I think, referred to the seigniories of Gower and Kilvey?—Yes. Perhaps I might more correctly have said, the seigniory of Gower, which comprises the seigniory of Kilvey.

6623. Do you draw a distinction between the lordship of Kilvey and the lordship of Trewyddfa, for instance, which is a manor belonging to the Duke?—There would be certain distinctions, because in the fee of Trewyddfa there are copyholds, and, so far as I am aware, in the manor or seigniory of Kilvey, or whatever one may call it, there are none.

6624. I see, from that case I referred to, there are customary freeholds in Kilvey, or there were?—There were.

6625. But there appear to be no copyholders, in the true sense of the term, in Kilvey?—No.

6626. Can you tell me how many manors there are in the seigniory of Gower, including Kilvey?—There are a number of mesne manors, some of them reputed manors, so that it is rather difficult to answer that question; but in the seigniory of Gower the Duke's own manors, including the seigniory of Kilvey, are six.

6627. Would you give us the names?—The manor of Swansea, the manor of Oystermouth, the manor of Loughor, the manor of Kilvey, the manor of Gower Wallicana, and the manor of Gower Anglicana. Those are the Duke's demesne manors, his own manors. There are a great many other mesne manors, held by various persons within the seigniory, of which I can hardly give you a complete list to-day.

6628. Take Trewyddfa, of which we heard something from Mr. Hartland. I understood that the Duke was lord of that manor?—Yes, it is the fee of Trewyddfa which was part and parcel of a manor called Pennard. The manor of Pennard does not belong now to the Duke.

6629. You mean by that, that this manor of Trewyddfa was held of the manor of Pennard?—There was a manor of Pennard which, up to comparatively recent times, was the Duke's own manor, and connected with that were several fees; all those fees have passed to the purchaser of the manor of Pennard, except Trewyddfa.

6630. Were those fees connected with your holding, it does not much matter which, with the manor of Pennard; were they scattered through the seigniory?—The other fees, excepting this fee of Trewyddfa, were adjacent to the manor of Pennard—close to it.

6631. But this one is separated?—Yes, a considerable distance.

6632. Is there any court of the seigniory held as distinguished from the court of any mesne manor?—No, no court.

6633. Is there any separate steward of the seigniory?—Yes, the steward of the seigniory is also steward of these manors—of each manor.

6634. Has that been, so far as you know, the history of the estate?—So far as I can go back, and I have seen a record going back a great number of years.

6635. Are there any seignioral rights exercised by the Duke of Beaufort with regard to

Mr. *Brynmor Jones*—continued.

any manors other than these mesne manors in Trewyddfa?—I cannot recall any at this moment.

6636. I see in your evidence you draw a distinction that a lawyer would draw between the seigniory of Gower and the manors within the seigniory. I want to find out whether the Duke as seignior exercises any rights against the lords of any other manors within the seigniory or lordship?—No, I cannot recall any instance in which he has within my experience.

6637. I can draw your attention to what was in my mind with reference to the matter of foreshore. You talk about a manor of Pennard, for instance; that manor of Pennard has boundaries which abut upon the sea?—Yes.

6638. Does the lord of the manor of Pennard affect to exercise any rights to the foreshore?—In that case there is hardly any foreshore at all; the tide does not ebb and flow much there.

6639. Taking the whole coast of Gower, has there been any conflict between the Duke of Beaufort and his predecessors in title and the lords of the manor, or the owners of land abutting upon or adjacent to the sea coast?—I cannot recall any, and in the case of some of the mesne manors, the mesne lords exercise certain rights.

6640. When you say the mesne lords, do the lords recognise that they hold of the Duke of Beaufort, and not direct of the Crown?—Oh, yes, because a good many make certain annual payments.

6641. Do they ever do anything in the nature of homage, or render any service?—No, they make these payments annually.

6642. Give me an instance?—Yes, there is one of 1*l.* 10*s.* 4*d.* a year, and other small sums of that sort.

6643. Tenants' payments, recognizing the lordship of the Duke of Beaufort, and made in respect of the mesne manors?—Yes, mesne manors.

6644. Does the Duke of Beaufort, or has the Duke of Beaufort within your recollection exercised any jurisdiction, I mean jurisdiction in a strict sense?—No, I am not aware of it.

6645. Would an escheat go to the Duke of Beaufort?—I really cannot answer that, nothing of that kind has come under my observation.

6646. Are there any other officers of the seigniory besides the steward?—Oh, yes, there are a good many.

Mr. *Brynmor Jones*—continued.

6647. Of the seigniory, observe?—I beg your pardon; no, only the steward.

6648. No constable?—No, not for the seigniory that I am aware of.

6649. No pound keeper?—Not for the seigniory. There would be individual pound keepers for the individual manors appointed at the leet and baron courts every year.

6650. Which was the castle or mansion or court of the seigniory?—I should fancy—although I really have no ground for saying so—that Swansea Castle would have been the chief castle.

6651. Was there any prison at the castle?—Yes.

6652. Up to what time was it actually existent?—It was before my recollection. I think the imprisonment there of debtors was done away with by some Act of Parliament.

6653. It was the Duke's private prison, or his seigniorial prison?—Yes.

Sir *John Llewelyn.*

6654. Did you give an approximate date?—No, I did not give one, but I should think considerably over thirty years ago.

Mr. *Brynmor Jones.*

6655. Do you think you could give us a map (the Secretary suggests I should ask this question) of the seigniory showing the manors belonging to the Duke?—I am afraid it would be a very difficult matter to do that with the accuracy with which I should like to do it.

6656. Are the boundaries of the manors unascertained?—Some of them are ascertained I think very much more definitely than others. Some of the manors are very large indeed, comprising a great many thousand acres, consequently it would be rather a difficult task, I think, to give reliable information.

6657. I take your answer to be you cannot undertake it?—I should not care to undertake it.

6658. You are not in a position to lay before us a map showing the boundaries of the different manors belonging to the Duke of Beaufort?—I should not like to undertake to do it.

Chairman.

6659. As to any rebutting evidence you would like to produce with regard to these other statements in evidence before us, we shall be very glad if you will do it at some future time.

Re-examined. 23,343.

The witness withdrew.

Adjourned.

EIGHTH DAY.

The Shire Hall, Bala, Tuesday, 12th September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. D. LLEUFER THOMAS, Secretary.

Chairman.

Gentlemen, before we begin, I should like to remind those present that a very serious calamity happened some time ago to a member of our Commission, Sir John Llewelyn. He underwent a terrible family bereavement. I have had a letter from him to say that in spite of that, he feels it his duty to be present with us to-day. He will be here about half-past 11 o'clock, and before he comes I should like to have passed a vote of condolence with him and his family, according to the wish of all the Commission.

I propose, therefore, "That we desire to express "our most sincere sympathy with Sir John and "Lady Llewelyn and their family in their "great affliction, and our appreciation of the "high sense of duty which has prompted him "at once to continue his work on the Royal "Commission under such terrible and trying "circumstances." I shall not put it to the meeting, but assume it is carried unanimously.

Before we begin the examination of witnesses, my brother Commissioners wish me to say a word or two upon some four points connected with our procedure, especially as this is the first sitting of the Commission in North Wales. The first is with reference to unfair attacks upon individuals. The second is the protection of witnesses. The third is the necessity of personal attendance on the Royal Commission in the different parts of the country where we sit; and the fourth is the exceptional treatment that Glamorganshire has received.

In the first place I do not think I can do better than repeat what I said at the opening of the Commission in Glamorganshire with regard to the unfair attacks on individuals. "We do not "anticipate that the Commission can be made the "means of any unfair attack on the character "or conduct of any individual, but in case any "individual should feel himself aggrieved by "any statements which he believes to be un-"founded, we provide the following checks, "which we believe will be adequate for the "prevention of pain or injury in the first "place," and to this I call your attention most particularly, "permission will be given to any "person present at any sitting to put questions "in writing to any witness through me, the "Chairman;" but of course the Commissioners reserve to themselves the right to determine whether that question is admissible or not. Then, in the second place, "the Secretary has "been instructed to send notice forthwith to "every person whose character or conduct "is impugned by the statement of any witness, "thus giving such person an opportunity "of explanation, or of rebutting the charge "either personally or by letter."

Chairman—continued.

Now I come to, perhaps, the most important thing of all, and that is the treatment of witnesses. I then said, "Experience has shown "that, unless witnesses speak out boldly and "without fear, inquiries like the one we are "engaged in are futile. We have no reason to "believe that undue pressure will be brought "upon any class of witnesses or any individual "witness; nor have we reason to think that "the giving of evidence by any person in this "country will lead to his being in any way "injured. But it is, of course, possible—we "cannot shut our eyes to what has, before now, "taken place in regard to affairs of this kind, "—that some men are less scrupulous than "others, and that it is possible that witnesses "who speak here what is in their minds may "be subjected to loss and annoyance. We "desire, therefore (and it is our duty to do so), "to point out that the recent Act, the Wit-"nesses' Protection Act, 1892, affords a remedy "adequate to meet any ordinary case."

Now I come to the necessity of personal attendance. It is absolutely necessary that everybody who is at all interested in the objects of this Commission should attend personally at the sittings held in the districts in which they are interested, and do the best they can to meet us. We are doing the best we can to meet all classes in Wales, and we hope that gentlemen will meet us in the same way and in the same spirit. We think it right to call the attention of landlords, tenants, and others to the importance of their being present, so that if there is any rebutting evidence to be given by anyone, it may be done at once, and in the presence of the original witness. It is manifestly impossible for the Commission to sit again at each place; that is out of the question. We have a great deal of ground to cover, and it is absolutely impossible for us to be called back at a moment's notice to a place where we have already sat, therefore persons interested may

Chairman—continued.

lose an opportunity of promptly traversing any evidence submitted to the Commission if they do not take advantage of the opportunity given when the original evidence is tendered. Glamorganshire was rather an exceptional case. We were anxious to go to work without any delay in the Principality, but we were told that we had gone to Glamorganshire rather too soon, so I said there that we were aware that the fact of our having visited Glamorganshire so early may have made it difficult for all the evidence to be prepared. Under those exceptional circumstances we were willing, if it was desired, to make further arrangements for taking evidence with regard to that county; but we were careful enough to point out that it must be distinctly understood that we were in no way laying down any precedent. "Our rule must "be that at each sitting local evidence should "be given representing all phases of opinion, "and that in the event of any witnesses failing "to give evidence it must not be assumed that "we can make arrangements for giving them "a further opportunity of doing so." I think that is all I have to say now, and I shall now call the first gentleman who has voluntered to give evidence, Colonel Lynes, of Derby House, Colchester.

Chairman—continued.

Colonel Samuel Parr Lynes called and examined.

Chairman.

6660. I believe you are Colonel Lynes, of Derby House, Colchester, and you have property in this county?—In this county and Denbighshire.

6661. What is the acreage of your property in Denbighshire?—The acreage of my property in Denbighshire is about 3,000 acres, in Merioneth about 2,200 acres.

6662. What district do you give evidence for?—In the parish of Llangwm in Denbighshire. My chief evidence relates to Denbighshire.

6663. What do you particularly wish to speak to?—The reason, I believe, why I was requested chiefly to give evidence was that I have been spending the major portion of all income for the last five years in improvements on my property, and expenses connected with the estate.

6664. There is nothing previous to that that you particularly wish to speak about?—No, nothing, unless you wish to ask me anything. I have answered all the questions put before me.

6665. You are able to give a detailed account as to money spent on repairs and improvements, and also as to the period over which the money has been spent?—Yes.

6666. Will you kindly tell us what you wish to say on that point?—I have received close upon 10,000*l.* within the last five years, and I have had 973*l.* 13*s.* 8*d.* myself out of that. Each item is put down here and the improvements and estate expenses come to close upon 6,000*l.* out of it. The other is law expenses and expenses connected with the estate, such as tithes, charity, and things of that sort. I can show here in detail that out of about close upon 10,000*l.*, as I say, I have not had 1,000*l.* myself; I have spent the whole of the remainder on the property.

6667. Nine thousand pounds out of 10,000*l.* has been spent on the property?—Nine thousand pounds out of 10,000*l.* has been spent on the property, and out of that close upon 6,000*l.* absolutely in improvements and estate expenses.

6668. Over how many years did you tell us that was?—Quite five years, now.

6669. You will hand in a schedule giving particulars of this expenditure?—With pleasure. I did not make it out to hand it in, but I can hand it in, later on, to the Secretary. (*See Appendix.*)

Mr. *Brynmor Jones.*

6670. Did I understand that you became the purchaser of this property?—No, it has been in my family for nobody knows how long quite; it is a remnant of a very large old property that had very little done to it, from various circumstances, until I came into possession five years ago.

6671. It was in a bad condition at that time?—Yes, the buildings were.

6672. How many farms?—About 40 tenants.

6673. In Denbighshire, and how many in Merionethshire?—There are about 40 tenants altogether; only two big tenants in Merionethshire.

6674. When you talk of improvements, I suppose you mean the improving of the buildings?—Yes, entirely.

6675. We have not had it particularly in what manor your estate is?—In the Manor of Dinmael in Denbighshire, and in the Forest of Amnodd in Merionethshire.

6676. Have these improvements consisted in making new buildings or repairing the old buildings?—A great deal in new buildings—the mass in new buildings—new houses and new farm buildings, and I am going on with them until I complete them to my satisfaction.

6677. Are they chiefly arable farms or pasture farms?—Pasture almost entirely in our part—a little arable.

6678. What is the average size of the farms?—There are six of about 300 acres and over, six of 100 and over, 10 of 50 acres and under, and nine of 15 acres and under.

See 10,368.

6679. Was any part of this estate recently enclosed?—There was an enclosure in 1863. Advantage was taken of the Enclosure Act.

6680. How many acres were enclosed then?—I am sorry to say I cannot tell you the acreage.

6681. Roughly speaking, what was the proportion of the amount enclosed there to the amount of property which you had before the Enclosure Act?—I am sorry to say, without getting it up, I could not tell you. I have not gone into that sufficiently. We have the maps to show it, and all that was sold.

Mr. *Brynmor Jones*—continued.

6682. I mean when the enclosure took place, was only a small portion allotted to your estate, or was it considerable in area?—You may say a small proportion, comparatively speaking, I think.

6683. Well, 500 acres?—Yes, it would be as much as that, my agent says.

6684. And the whole estate is 2,000?—3,000 over here in Denbighshire.

6685. The Enclosure Act applied to the Denbighshire property, did it not?—Yes, not to the Merionethshire.

6686. Do you recollect whether any recreation grounds or allotments for the use of the labouring poor were apportioned at the same time under this Enclosure Act?—No.

6687. None?—None; it is not a thing which would be appreciated there, I think, with us. I do not think it would be taken advantage of.

6688. But by-and-bye in the future it might be useful, might it not?—I do not think so. They are essentially sheep farmers; they do not even garden.

6689. Were there any squatters' cottages on the common and the waste?—Yes, there were a few.

6690. How were they dealt with?—They were sent away, and the property was sold and apportioned by the Enclosure people, and some of the ground sold to pay to the Enclosure Commissioners for the costs, I believe.

6691. Then the squatters were sent away, you mean?—Yes. I was looking through the old accounts last night at the time the squatters were there; they had not paid any of them previously, they were all in arrears.

6692. And so they were evicted?—Yes, they were sent away, a few of them. There were only a few of them, I believe.

6693. Were there any sheepwalks or rights of pasturage in existence over the waste which was enclosed?—I presume so, there were rights. They had rights over this—what was common land before—I believe.

Mr. *J. M. Griffiths.*

6694. You spoke of some buildings on your estate. Was the hauling done by the tenants or the landlords?—By the tenants.

6695. Were they paid for the hauling?—No, it has been the custom always for them to haul in our part of the world. They take it as a matter of course. I have never heard a word; they are glad to do it, of course, for their improvements.

6696. I suppose if the tenant is obliged to leave his house he is paid for it?—If he leaves his holding, paid for what?

6697. For the hauling he has done?—If he leaves his holding?

6698. Yes?—Do you mean paid after leaving?

6699. Yes?—We have had no instance of it that I know of.

Mr. *J. M. Griffiths*—continued.

6700. You have never had any of your tenants leaving after they had done hauling?—After they have done buildings, do you mean?

6701. Yes?—There are some who have left, but we have not paid them if they have gone away.

6702. Have you made any abatements in rent for bad times?—Yes.

6703. To what amount?—Ten per cent. Then they make abatements for themselves by being in arrears, a great many of them, besides.

6704. Is the tithe added to the rent?—I pay the tithe, and I have for some years. It was revalued, and when it was revalued I took the tithe upon myself. The farms were valued, and I took the tithes upon myself six years ago.

6705. Have you any farm cottages on the estate?—Very few.

6706. In what state are they?—They are all in very fair condition, and what are not I am going on with as fast as I can.

6707. How are you off as to water supply?—Very good.

6708. In some places in this district I am afraid the water is very scarce?—We have not had any complaints about water supply. I believe the water supply is very good. I have carried water in one instance through pipes a long way for one farm that was short of water, and that is excellent now.

6709. Do the tenants in any case pay any increased rent on account of the buildings?—No, not a halfpenny, and any man that I found, when I came into possession, who had expended anything on his farm for buildings, however long back, I repaid him if I could find it out.

Mr. *Richard Jones.*

6710. Do you appear in an individual capacity or as the representative of the landlords?—In a purely individual capacity.

6711. I think you said in your opening statement that you had been put forward because you had spent so much on your estate during the last five years?—The reason why I did not come forward of my own accord is that this is only the remnant of what was a big estate—only a small portion—and I did not know whether I had any right to come and speak for the landlords, but I was requested, when I sent in my evidence, to come, and the chief thing that I thought it possible I could bring satisfactorily before the Commission was that I had done a good deal for the people on the estate.

6712. By whom were you requested to appear?—By Mr. Owen, the Secretary of the North Wales Landowners' Association.

6713. I suppose you were selected because it was understood that you would be able to present the best case for the landlords?—Oh, I have not the least idea of that; I do not know that I was. I only say, that from not living up here myself and being very well up in things, I do not know that I can give you very much information beyond this one point, which I suppose would be satisfactory to everybody.

Mr. *Richard Jones*—continued.

6714. Are you well acquainted with the history of your estate. Can you tell the Commission how much was spent on the buildings previous to these five years. For instance, can you go back 50 years?—Yes, we could by looking back into things.

6715. Can you supply us with figures?—No, not now. I did not expect that question would be asked, but there has been a great deal of neglect—I do not mind saying that—from misfortune. My step-uncle, who was in possession for many years, was a very great invalid, and unfortunately not in a condition to look after his own affairs.

6716. Then the Commission are to understand that the figures you have supplied us with are not to be regarded in any sense as those applying to a typical landlord, but that there is something special in your circumstances?—No, I do not think so. I am not aware that there was.

6717. Well, it seems to us, at any rate on the face of it, that it is so. I will ask you this question. You say that you spent 10,000*l.* within the last five years?—Very nearly.

6718. Have you a home farm?—Well, there was a home farm until last year when the tenant gave up, and the tenant of the house has taken a good bit of that land, and the home farm has been broken up.

6719. When was the home farm broken up?—Last year.

6720. Was there any money laid out on the home farm during the last five years?—No.

6721. None whatever?—No, I do not think so. The buildings were not adapted to it; they were very bad for a farm, and the tenant had an opportunity, I believe, of getting a better farm in the district, and he went.

6722. With regard to the cottages, have any labourers' cottages been allowed to fall into ruin on your estate?—(*After turning round to ask his agent*)—Mr. Jones, my agent, says there have been a few down at Llangwm.

6723. And none erected in their places, I suppose?—No. I am going on. There are some not absolutely new buildings, but being put right and being added to now. There is not very much demand for labourers in that district where my property is; the holdings are generally farmed by their own people. I do not think if we put up a lot of cottages that they would be tenanted.

6724. There is not much employment for labourers on the farms of your estate?—Not much.

6725. Do we understand that the farm is managed by the farmer and his children?—Mostly, you may say.

6726. When a person applies for a farm on your estate, do you generally ask him what family he has?—(*After asking his agent*)—No.

6727. Have you made any permanent reductions?—Yes. Permanent reductions were made after Lady Day in 1887. Temporary abatements are made from time to time, according to the season.

6728. Can you tell the Commission to what extent you made permanent reductions?—I could hardly tell you. I have got a statement here of the rent in 1859, in 1863, in 1872, and the rent in 1893.

Mr. *Richard Jones*—continued.

6729. When you made these permanent reductions, were they general or in special cases?—They were general.

6730. On every farm?—On every farm, I believe.

6731. Were you guided by any principle, either valuation or anything else?—Mr. Jones, my agent, says at least 10 per cent.; he revalued them.

6732. They were reduced generally 10 per cent.?—Yes.

6733. Have you made abatements in addition to the permanent reductions?—Yes.

6734. To what extent?—Ten per cent. to those who paid their rents.

6735. Do you supply the tenants with notice when you intend making an abatement?—Yes.

6736. In every instance?—Yes.

Mr. *Seebohm.*

6737. You have been telling us what you have done since you came into the estate. I should like to ask you one or two questions about the previous time. I suppose these 40 tenants are chiefly pasture holdings?—Yes, chiefly. There are some biggish ones that have arable land—not up in the hill, but in the valley.

6738. You said in some cases you found out that they had made their own buildings?—Yes, in a few cases.

6739. And in those cases you repaid them?—Yes, I repaid them when I found out what it was.

6740. Do you think it was the custom of the country—say a generation ago—for these tenants to build their own houses and make their own improvements?—I am afraid I cannot answer that question satisfactorily to you not to be certain.

6741. In the old times did they have agreements, or was it all by custom?—By agreement.

6742. You have agreements now?—Yes.

6743. Have you any objection to hand in one of the forms of agreement?—Not the least. (*The witness handed in an agreement.*)

6744. You had no custom of the country like the Glamorganshire custom?—Latterly there have been no agreements at all, my agent says; he explains to them what it is. There are a number of them who have been there a very long time, and the new ones accept the fact; they do not have any agreement. I am afraid it is more satisfactory to have them, however, perhaps, as certain things have turned up and we are going to have them again. They know they can stay as long as they like, so long as everything goes on properly. The agreement handed in, I should say, is an old one.

6745. On the whole the condition of the estate before you took it was not such as you

Mr. *Seebohm*—continued.

would consider to be a good condition?—No, the buildings and houses had been left to go very bad.

6746. But the families had been left to live on the estate from generation to generation?—A great many of them.

Professor *Rhŷs.*

6747. I wish to ask you a question of an antiquarian nature. Your name is Lynes?—Yes.

6748. I think you say that your family has been in possession of these estates for a long time?—Yes; we do not know how long.

6749. What is the earliest name you find in your books?—The name is Wynne all the time. I inherited it through my mother, who was a Wynne of Garthmeilo.

6750. I understand before the recent Act, with regard to the landlord paying the tithes, you had taken the tithe upon yourself?—Yes.

6751. You have advanced the rent?—No; I had the estate revalued with that object.

6752. But you did not advance the rent?—The estate was revalued on the understanding that I was going to pay the tithe.

6753. Then I may take it you did advance the rent to cover the tithe?—When it was revalued the rents were absolutely lowered to what they were when the tithe was paid by them.

6754. So that you took upon yourself to pay the tithe and lower the rents at the same time?—Although after the valuation the result showed that the grass rents were lowered, when I also took upon myself the payment of the tithe, yet it is not quite correct to say that I paid the tithe and reduced rents at the same time, because my agent tells me in the re-valuation he valued the farms taking into consideration the tithes.

6755. You do not remember the totals of those years?—They are in the paper.

Mr. *Seebohm.*

6756. It does not give the totals?—I do not think it does; it was only for my own information, in case I had any question put upon it. We will have it completed if you like.

Professor *Rhŷs.*

6757. I think it would be better?—We will have it completed and give it to you.

Mr. *Seebohm.*

6758. We can have them added up here, but what we wanted was to have it just at the moment?—Yes, I am sorry.

Professor *Rhŷs.*

6759. You have been five years in possession of the estate?—Yes.

6760. You say you are not prepared at present to give us an account going back 50 years?—No.

6761. You have taken a period of five years?—Yes.

6762. Could you give us the figures for the five preceding years, and tell us what was spent on repairs?—Not without looking up the matter; I cannot give it to you here.

Professor *Rhŷs*—continued.

6763. But I think you have admitted that the state of the buildings was not such as you could approve of?—Certainly not; that is the reason I put them right.

6764. What time do you spend on your estates?—I come up every rent audit. I am in the army, and am therefore employed, and do not live there.

6765. But you have a house on both estates?—There is a house in Denbighshire, not in Merioneth, but it is let. The tenant who has it now gives it up next year, and then I propose to come and live there virtually.

6766. At present your information comes, of course, from your agent?—Chiefly.

6767. And from your books?—But I always go over the place, generally speaking, on account of seeing the improvements, and so on, that are being done, and I go up to the rent audit generally.

Lord *Kenyon.*

6768. Colonel Lynes, you are the owner of the Amnodd Estate?—Yes, of a portion; what we have put down there.

6769. And Mr. Oakley is your shooting tenant?—Yes.

6770. Have you ever had any complaints about the game?—None whatever.

6771. You have had no complaints about the game being let?—I have never heard a word.

6772. I am very well acquainted with that property; I have shot over it for the last 15 years; I never heard a word of any sort as to that.

6773. Mr. Richard Jones asked you if you were specially put forward as the representative of the landlords. You said that was not the case, as I understood you?—No.

6774. You simply sent in your own account?—I sent in answers to these questions. I was astonished at being asked to come.

6775. Have you ever had any complaints of any hardship as to the clauses in your agreements?—Never.

Mr. *Richard Jones.*

6776. Before Lord Kenyon goes further may I see the agreement?—Lord *Kenyon.* Yes.

6777. You have handed in a copy of this agreement?—That is the one. You can have it. Latterly we have had no agreements at all.

Mr. *Brynmor Jones.*

6778. It is not your agreement?—No, it is not. With recent tenants my agent says we have had no agreements. We do not disagree among ourselves, and the things have all been left in that way. They understand the matter. I have asked him to have agreements made out, because it would be very satisfactory for the future.

6779. Are you going to copy that one or have a fresh one?—A fresh one.

6780. Would you mind letting us see, not to-day, but at some time, the leases or agreements in connexion with this estate?—Certainly.

Lord *Kenyon.*

6781. There is a list which you have handed in here, of the rents and reductions. I understand the rent of 1893 includes the tithe?—It includes the tithe.

6782. And the rent in 1872 does not include the tithe?—Yes.

6783. Then you would hand in this to the Commission also?—If you please.

Mr. *Seebohm.*

6784. Roughly speaking, I see in 1859 the total of rents was 880*l.*, and in 1893, 1,041*l.* Are the tithes included in both cases?—No, not in 1893. They do not pay them; I pay them.

Chairman.

6785. There are some questions handed in by Mr. Vincent. He asks you: Do politics, language, or religion make any difference to you in choosing your tenants?—No.

6786. Do you produce the particulars of the sale for the purposes of the expenses of the Enclosure Act?—These are the particulars. [*Producing the documents.*]

6787. Perhaps you might hand them in?—Yes. [*Handing.*]

Mr. *Brynmor Jones.*

6788. Upon that, may I ask you a question or two. You say that in choosing your tenants, politics, religion, and so forth have made no difference. Have there been many changes of tenancy during your five years?—No, very few.

6789. How many, do you think?—Three, I think it is.

6790. How did they come about?—Well, one was unfortunately a very drunken man, and another was very much in arrears, and could not go on as a farmer at all; it was hopeless. We did not make him pay up. We did not distrain upon him, or make him pay his arrears. We let him go, poor fellow.

Chairman.

6791. There is another question from Mr. Vincent: Have you any cases in which families have been on your estate for many generations?—A good many. There is one over 300 years; one over 200; two over 100; one over 80; another over 80, and two over 50, and a great many of the others have married daughters of people on the property, but they are not handed from father to son.

Chairman—continued.

6792. A question is put by Mr. Llewellyn Jones: What is the average rent per acre on your estate?—The average rent varies between 7*s.* and 30*s.*; 30*s.* is the highest, but it is less than 7*s.* really. I cannot tell you absolutely accurately.

Lord *Kenyon.*

6793. That does not include sheepwalks, I suppose?—Sheepwalks go with the farms.

6794. I mean, you do not include the acreage of the sheepwalks?—No.

Mr. *Griffiths.*

6795. I understood you to say that your farm land was chiefly arable?—Not chiefly arable. Chiefly, you may say, sheepwalks. They are sheep farmers—stock farmers. There is arable in the meadows, low-lying.

6796. Do you consider that the rent in 1893 has been reduced in proportion to the very much reduced prices of corn and other produce?—Yes, I believe so. I asked to have it valued on a proper valuation as between man and man—between landlord and tenant. I have no wish to have it other than it should be.

Mr. *Richard Jones.*

6797. Do the tenants in your neighbourhood avail themselves of the provisions of the Agricultural Holdings Act?—No.

6798. Do you know of any instance where a tenant has asked his landlord for his written consent for a specific improvement?—No, not one that I know of.

6799. Do you know of instances where tenants carry out improvements?—No, the only instance that I know of is this: Last year we gave a man some timber to put up one of those corrugated iron things for his hay. He has put up the corrugated iron and we have given him timber. That is the only case I know of anywhere. I have tried to explain that I have done everything. If they want improvements I do it if I think it necessary.

The witness withdrew.

Mr. Ivan Thomas Davies called and examined.

Chairman.

6800. Would you like to be examined in Welsh, or will you give your evidence in English?—I prefer to speak Welsh, but if you think it facilitates matters, I am quite prepared to give my evidence in English as best I can.

6801. Would you perhaps begin in English, and if you find any difficulty in explaining yourself, please turn to Welsh, and give it exactly in your own way—exactly as you

Chairman—continued.

find it best for yourself?—Thank you, my Lord.

6802. Shall we begin in English?—If you please.

6803. Where do you live?—At Llanuwchllyn.

6804. Have you got your notes?—Yes.

6805. On what branch of enquiry do you wish particularly to speak?—On the first head—Landlordism and common land.

Chairman—continued.

6806. Are you a tenant farmer?—No I am not.

6807. Have you ever been one?—No, but I was brought up on a farm.

6808. But you have never been a farmer yourself?—No.

6809. What might your profession be?—I am a Congregational minister.

6810. And born and bred on a farm?—Yes, born and bred on a farm.

6811. You are qualified to speak about farming, as you have been brought up amongst farmers on a farm?—Well, I do not know much about farming certainly, as I have never been a farmer myself, although brought up on a farm.

6812. But you have always lived amongst farmers?—Certainly.

6813. And you are amongst your friends and you know about their circumstances?—Certainly.

6814. You wish to speak about landlordism in relation to houses built on pieces of common land. Is that so?—Yes, on common land.

6815. Where was that common?—It is known as Garneddwen and Rhosucha.

See generally, 7320–7524.

6816. In what parish?—In the parish of Llanuwchllyn.

6817. What do you wish to say about that?—About a number of houses built there, I suppose during the last 60 years, and they were ordered to pay rent a short time after—a few years afterwards in some cases—and the rent was advanced three or four times in some cases.

6818. Rent has been advanced?—The rent in the first case was advanced. Will you allow me to refer to one case?

6819. Yes, please do so?—About 1838, John Davies, now living at Bryn Glas, built a house and cowshed, and enclosed an acre or so surrounding it. For many years he paid no rent. Subsequently John Williams, the then agent of Sir Watkin Williams Wynn, ordered him to pay 2*s.* 6*d.* a year.

6820. The agent of Sir Watkin?—Yes, he is now dead.

Chairman.

6821. Is there any representative of Sir Watkin in the room?

Colonel *Hughes*; I represent Sir Watkin.

Chairman.

6822. Do you hear what is going on?

Colonel *Hughes*: I do pretty well.

Chairman.

If you wish to hear better, please come forward. (*Colonel Hughes took a seat near the witness.*)

6823. (*To witness.*) Would you kindly continue. You had better begin that again, I think?—About 1838 John Davies, now living at Bryn Glas, built a house and cowshed and enclosed an acre or so surrounding it. For many years he paid no rent; subsequently, John Williams, the then agent of Sir Watkin Williams Wynn, ordered him to pay 2*s.* 6*d.* a year. This was done because the landlord was practically irresistible, and no one dared disobey. The rent of 2*s.* 6*d.* was afterwards doubled and then quadrupled. About 10 years ago Rhosucha was apportioned and a part was added to Bryn Glas, and in consideration of this addition the rent of Bryn Glas was fixed at 30*s.* Sir Watkin has never to this day spent anything on this property.

Chairman—continued.

6824. Will you tell me what you mean by "apportioned"?—Parts of this common of Rhosucha and Garneddwen were apportioned and joined to the different holdings. Rhosucha was apportioned and a part was added to Bryn Glas and those cottages were on portions of it.

6825. Do you mean to say that they were turned out of their holdings?—Oh, no, they have the holdings still, but part of this Rhosucha when it was enclosed by Sir Watkin——

Lord *Kenyon.*

6826. Do you mean the common was enclosed?—Yes.

6827. Under an Act of Parliament?—I cannot say.

Chairman.

6828. Is that all you have to say about that instance?—That is all I have to say about that case.

6829. Are there any other cases?—There is the case of Tanyffordd. William Edwards, who died in 1892, built a house and enclosed around it on the above-mentioned common land. First year he paid no rent. Subsequently John Williams, the then agent of Sir Watkin, ordered him to pay 1*s.* 3*d.* a year. The rent was increased afterwards at various times—twice, six times, 12 times, 24 times the original sum. The rent is now 3*l.*, but a cottage has been built, towards which Sir Watkin paid the joiners and masons and found the materials, and William Edwards contributed the cartage and haulage and kept an account up to 28*l.*, when he gave up keeping an account. There is the case of Penrhiw, where John Evans built a house and enclosed an acre. He was ordered to pay rent 2*s.* 6*d.* a year. Some time afterwards other land was added, and now Ellis Evans, the son, has 10¾ acres, for which he pays 10*l.* The land is 600 feet above sea level. Then there is the case of Tynycefn, where William Davyd built a house and enclosed two plots of ground. Rent of 2*s.* 6*d.* ordered as above. Subsequently this was doubled, then quadrupled. Then the rent was fixed at 30*s.*, when other land was added. There is another case at Tyntwll, where John Roberts built a house. He was first ordered to pay 5*s.* For 13 years he paid no rent, but at the end of this time he was compelled to pay for the 13 years at the rate of 2*s.* 6*d.* per year. Now the rent is 2*l.* Then as to Cefn Rhôs, Edward Evan built a house and enclosed a plot of ground. He was ordered to pay 2*s.* 6*d.* rent per year. He enclosed portions at three or four different times. When Rhosucha was apportioned he had a part, and for three years paid no rent for it. A new house was built, the greater part of the expense of which was borne by Robert

Chairman—continued.

Evan (son of Edward Evan) and the rent was raised to 4*l.* 4*s.* In the case of Penyffridd, Evan Ellis enclosed a plot on Rhosucha. He was ordered to pay 1*s.* rent a year to Paul Panton (a neighbouring landowner). When Sir Watkin bought the Panton estate the rent of Evan Ellis was increased to 1*l.* There is again the case of Brynamlwg: Edward Edwards built a house and enclosed a plot. He was ordered, as above, to pay 2*s.* 6*d.* by John Williams, who said that otherwise the Government might take the property without compensation. With this threat in view, and fearing the consequences of refusal with regard to his father, who was a tenant of Sir Watkin on a neighbouring farm, Edward Edwards paid. There is also the case of Rhydymawn, where Davydd Hugh built a house and enclosed a plot. He was ordered to pay rent as above. His house is now a cowhouse joined to Penrhiw. There is another case of Tynewydd, where David Rowland built a house and enclosed a plot. He was ordered to pay 2*s.* 6*d.* as above. Afterwards the rent was increased to 5*s.* David Rowland died, and his widow held the house. On her death Sir Watkin's agent took the house, and possession was refused to the son of David Rowland. In the case of Rhydydrain, John Rowlands built a house and enclosed a plot, and was ordered to pay rent as above. On his death the house passed to his niece, who emigrated. R. Rowlands, Madog, paid the niece 20*l.* for her interest in the house, and R. Rowlands secured the rent for years. When Madog was rebuilt the house was taken away from him. Then there is the case of Gardd Jac Hughes, where Thomas Hughes, about the period 1820–30, enclosed a plot situated at a corner formed by the River Twrch and the road leading from Llanwchllyn to Dinas Mawddwy. He never paid rent for this plot. He was succeeded in the property by his son, John Hughes, who occupies, at some distance off, a cottage belonging to Sir Watkin. Up to the year 1875 the receipts were worded, "House and two dwellings." In 1878 the receipts were worded for the first time "House and garden," and these words were inserted by the estate agent of Sir Watkin without John Hughes' knowledge, and not a word was said to him of the change made. When John Hughes found it out he dared not mention it to John Williams the agent, lest he should be turned from his home. That is all bearing upon that.

6830. That bears on houses built on common land?—Yes.

6831. Is there any other subject you want to speak about, Mr. Davies?—Yes, about landlordism in its relation to politics and creed.

6832. What have you to say about that?—With reference to the general election of 1859. The following Nonconformist tenants on the Glanllyn estate, belonging to Sir Watkin Williams Wynn, who voted for the Liberal candidate, were evicted from their farms and superseded:—(1.) John Thomas, Pandymawr, Calvinistic Methodist; this farm was let to Mr. Jones (from Flintshire), Churchman. (2.) Edward Edwards, Llwynllwydyn, Baptist; this farm was let to Robert Jones (of Llanfor), a Churchman. (3.) Edward Ellis, Tyceryg, a Calvinistic Methodist; this farm was let to William Jones, of Bala, Churchman. (4.) Mary Jones, Gweirgloddwen, Independent. Mrs. Jones was 76 years of age when she was evicted. In two months after, she died, her death being undoubtedly hastened by the eviction. Her old home was let to the Misses Roberts (of Bala), Churchwomen. Mrs. Jones was evicted because her son, the Rev. M. D. Jones, Principal of the Independent College, Bala, took such an active part in politics as a Liberal. (5.) David Jones, Pentrepiod, Independent; this farm was let to Hugh and Owen Pugh, Pentrecogwrn (Churchmen). In course of time this family obtained the following farms, Ceri, Penrhyn, Pentrepiod, Pentrecogwrn, Tyceryg, Bryncocyn, part of Pantymarch. (6.) Peter Jones, Goat Inn (Bala); this house was let to Evan Owen (Talybont, Cardigan) Churchman. (7.) Peter Jones, Murddyn-Mared, Methodist. Sir Watkin's agent failed to let this farm for some time. After failing to find a suitable tenant, this farm was eventually let to Peter Jones's son, Morris Peter, at an advance of 5*l.* in rent.

Chairman—continued.

The following Noncomformist tenants on the Glanllyn estate belonging to Sir W. W. Wynn, who refrained from voting for either candidate, had their rents raised as appears below:—

1. Robert Jones, Llwyngwern, Independent, 4*l.*
2. Richard Jones, Cefnprys, Independent, 5*l.*
3. Ellis Jones, Prys Mawr, Calvinistic Methodist, 2*l.*
4. Hugh Roberts, Bryngwyn, Calvinistic Methodist, 5*l.*
5. David Roberts, Garthisa, Calvinistic Methodist, 2*l.*
6. David Jones, Caer Gai, Calvinistic Methodist, 15*l.*
7. Edward Edwards, Penygeulan, Calvinistic Methodist, 10*l.*

With reference to the general election of 1868, Thomas Rowland, Hafodyrhaidd, a Nonconformist, a tenant on the Glanllyn estate belonging to Sir Watkin Williams Wynn, voted for the Liberal candidate. A few months after the election the roof of the house fell in. Thomas Rowland went to Glanllyn and asked Sir Watkin's estate agent to rebuild the old house. The agent refused. Thomas Rowland was compelled to live from house to house, and come to the fields every day. He placed the horse in the cowhouse, and he and his wife lived in the stable. The stable was 13 feet long, 12 feet 5 inches wide, 11 feet 4 inches from the ridge of the roof to the floor. The floor was earth and the stable was very damp. They lived in the stable for six months. They then removed to Tynywern, owing to the wife's confinement. About May 1870 they returned to the stable and lived there for eight and a half years. Then a notice to quit was served on them by Sir Watkin Williams Wynn's agent, John Williams.

e 7586–95.

See 7897

See 7847

See 7323 8, 7407, 7426, 743

e 7681–

Chairman—continued.

At the same time six or seven acres were taken from their holding, and these six or seven acres were joined to Llwyncadi. This compelled them to reduce their stock from five cows to three and 100 sheep to 50. The first year after this the rent remained the same. On receiving notice to quit Thomas Rowlands went to Glanllyn and asked that a house should be built at Hafodyrhaidd or to allow him to build, or to offer him another house. The agent refused each and all of these requests, and said that his being turned out was due to the medical officer and the Board of Guardians. Thomas Rowland pleaded his old age (about 73), his long connexion with the estate, and his desire to die a tenant of Sir Watkin's, but all in vain. Jane Rowlands (the wife) called on Dr. Jones, the medical officer of health, and asked why they were turned out when they had nowhere to go. Dr. Jones replied that it was not his doing, as the place had not been mentioned before the Board for two years, and he further advised Thomas Rowlands to stick to that part of the land which he still had, though obliged to take a house at Penybont or Llan. Jane Rowlands, after this interview with Dr. Jones, went to John Williams to ask for the land and a withdrawal of the notice to quit. John Williams asked her, "What will you do with the land without a house?" Jane Rowlands asked him if he had any cottage. He said, "No." The day after, Thomas Rowlands met John Williams by appointment at the Eagle, Llanuwchllyn, when John Williams promised the land for a year, but that the rent would remain the same. In March 1871, Thomas Rowland received orders to go to Glanllyn, and went. Then John Williams told him he might have the land for another year, the rent being reduced 2*l.*, but all the land to remain pasture. From 1871 to 1881 Thomas Rowlands was obliged to buy potatoes, flour, oatmeal, and feeding stuffs, and a family of four remained in the stable. During this period Thomas Rowlands spent about 50*l.*, being all his savings during many years of hard labour, on potatoes, flour, oatmeal feeding stuffs, &c. In 1881 Thomas Rowlands recieved notice to leave, but declined. Thomas Rowlands thereupon took Tynywern—that is when he declined to give up the farm, that is what I mean—for which he paid 32*s.* yearly to Margaret Jones, so that the reduction of 2*l.* a year was really only 8*s.* He lived at Tynywern till 1885 (July) where he had contracted inflammation of the lungs, followed by cancer. It was, however, impossible to attend to him at Tynywern, and he was removed to the stable. From July 1885 to April 1886 he lingered in the stable and died. On his death, Jane Rowlands went to ask for a continuation of the tenancy. John Williams said he would not turn her out, but could not answer for the Board. The end of 1886 (October) Jane Rowlands received notice to quit by messenger from Gwernhevin. The same week John Williams said the Board would not allow her to remain, and that he would not build. Edward Morris, Inspector of Nuisances, told Jane Rowlands it

Chairman—continued.

was John Williams who had sent him to Hafodyrhaidd (the stable) and report on same. John Williams gave permission to build, and she built a house, which cost her 73*l.* borrowing 50*l.* (still unpaid) for that purpose. Thomas Rowland never failed to pay his rent punctually. After his death, his widow was equally punctual till last July, when she found it absolutely impossible to scrape the rent together. She has not even a pigstye on her holding; an old gate has to serve as partition between the pigs and calves in the cowhouse. The walls are absolutely tottering, the roof is so dilapidated as to be useless. The cattle are soaking wet when it either rains or snows, and the widow is obliged to cover them with old sacks. Last March she was obliged to shelter a calf in her house, where it remained for a week. I am very glad to understand that Jane Rowland's case is under the consideration of Sir Watkin's present agents, Colonel Hughes and Mr. Morris. I do not believe, and without conclusive evidence to the contrary I cannot believe that the late Sir Watkin was aware of what was going on on his estate at Hafodyrhaidd. In justice to the memory of the late Sir Watkin, I must state that it is inconceivable to me that any Wynn should have so cruelly persecuted an old Liberal, who had the honesty of his convictions, and should have continued his revenge on his helpless widow and fatherless children.

See 734
7127, 74

There are some cases, apart from the general elections of 1859 and 1868, where change of views upon politics and religious creed has been followed by acquisition of farms.

In 1874 John Rowlands, once a Nonconformist, obtained the tenancy of Gweirgloddu. The former tenant, Dorothy Jones, a Nonconformist, was evicted from this farm before it was given John Rowlands.

In 1878 David Jones, once a Nonconformist, obtained the tenancy of Pyrsau. The former tenant, David Roberts, was a Nonconformist (Independent).

In 1879 Ellis Thomas, once a Nonconformist, obtained the tenancy of Lôn.

In 1879 Edward Morris, once a Nonconformist, obtained the tenancy of Bryniau.

See 712

In 1879 Robert Roberts, once a Nonconformist, obtained the tenancy of accommodation land at Llan.

In 1879 Edward Watkin, once a Nonconformist, obtained the tenancy of Tynrhos. His sister-in-law, to whom her mother had left the stock, and who was a Nonconformist, being refused the tenancy.

In 1881 Thomas Thomas, once a Nonconformist, received the tenancy of Cwmonen. His sister-in-law to whom had been left the stock, and who was a Nonconformist, was refused the tenancy.

In 1882 Edward Morris, once a Nonconformist, received the tenancy of Tymawr. During the period from 1879 to 1882, Nonconformist applicants for farms who possessed experience and capital were rejected in favour of Church applicants, who had neither.

Chairman.

6833. That is the whole of your evidence —Yes, that is the whole of my evidence.

Sir *John Llewelyn.*

6834. You spoke first of Rhosucha, which is a common, I understand?—Yes.

6835. Being apportioned?—Yes.

6836. What do you mean by "apportioned"? —Well, the Welsh word we use for it is "Rhanu."

6837. By Act of Parliament?—I cannot say.

6838. Under the English Acts?—By Sir Watkin.

6839. It was apportioned by Sir Watkin?—Yes, by Sir Watkin.

6840. You told us that the rent of Tan y ffordd is now 3*l.*?—Yes, 3*l.* At first it was 1*s.* 3*d.* a year.

6841. So I understand. Is 3*l.* a fair rent?—Well, considering that he had cultivated it himself, and it was better for a long time after he got it than when he got it first, I suppose it would be fair.

6842. What was the rent of Penrhiw?—The rent of Penrhiw, I believe, is 10*l.*

6843. The question I really want to know is, whether Penrhiw, Tyn y cefn, Tyn Twll, Penffridd, and Bryn Amlwg and all the places you quoted are part of Rhosucha?—Part of Rhosucha and Garneddwen. I cannot say where the boundary is between Rhosucha and Garneddwen.

6844. The same district?—The same district.

6845. And it is an enclosed common?—Yes.

6846. Do you object to the injustice of the enclosure of that common?—Well, I think it was very hard upon those poor men when they had built houses upon this common that it should be taken from them without allowing them any compensation. At Rhosucha evidently the land was very much more valuable when it was taken from them a few years ago than when they at first erected houses upon them.

6847. And as to the rent of all those places, do you object to them as being too high?—Oh, no, I do not say that.

6848. It is a question of ownership, then?—A question of ownership.

6849. The Hafod yr haidd, where the Rowland family live, how much land was there in that farm?—I really cannot say what the acreage would be. It is a small farm.

6850. It is a small farm?—Well, I think they pay something like 18*l.* a year, perhaps, for that. It is a small farm.

6851. Then you went on and gave us some very interesting evidence with respect to Nonconformists being turned out of their holdings in favour of Churchmen?—Yes, that was after the general election of 1859.

6852. In what way are you able to prove that the cause of the Nonconformists being turned out of their homes was because they were Nonconformists?—I do not believe it is difficult at all to prove that the old tenants were Nonconformists and that they were followed by Churchmen, and most of these Churchmen were importations. That is all we can say.

Sir *John Llewellyn*—continued.

6853. You went on to speak of several of them as "once a Nonconformist"?—I beg your pardon. Those referred to a different class.

6854. Yes, more recent; that is true?—Yes; cases apart from the general elections of 1859 and 1868.

6855. You say "once a Nonconformist"; do I understand "now a Churchman"?—Yes, now a Churchman.

6856. I do not know whether I was justified in assuming that, and at the close you said that Nonconformist applicants for farms who possessed experience and capital were rejected in favour of Church applicants who had neither?—Yes.

6857. Is that quite consistent with the good character you gave Sir Watkin Wynn?—Well, I do not know whether Sir Watkin Wynn knew anything about those cases.

6858. Does the same opinion refer to other properties in the neighbourhood, or to Sir Watkin Wynn's only?—Sir Watkin Wynn owns the whole neighbourhood with the exception of a few farms; but half a dozen farms, I suppose, belong to Mr. Price, of Rhiwlas.

6859. With regard to the last paragraph of your evidence, does that apply to the last few years, or to the earlier period you referred to?—Do you mean the application for Nonconformist farms.

6860. Yes?—No. It appears those cases cropped up more during those previous years than they have after.

6861. Can you tell us whether, in your opinion, there are any conditions in the holding of land that are different in this country to other parts of England?—I am not aware. I am incompetent to give an opinion.

6862. Perhaps I may put it in another way. Are there a great number of applicants for any farm that may fall vacant?—Yes, undoubtedly.

6863. A sort of land hunger?—Yes, undoubtedly.

Professor *Rhŷs.*

6864. Do you know anything about the agreements on the Glanllyn estate?—I have not a copy of the agreement. I believe my friend Mr. Thomas Jones, who is to give evidence after me, has it.

Mr. *Seebohm.*

6865. In connexion, first, with these squatters, to whom did the common land belong before these squatters occupied it?—I suppose it belonged to the Crown so far as I can gather from these squatters themselves.

6866. To the Crown, or to the Lord of the Manor?—To the Crown I expect.

6867. To the Crown?—It was Crown land. They regarded it as Crown land.

6868. Then these squatters added practically to the Wynn Estate by taking from the Crown land what had originally been Crown property and added it to the estate. Do we understand that? That can hardly be true, can it?—Well, it was added to the Wynn property when it was

Mr. *Seebohm*—continued.

taken from them by the Wynns; but for several years no rent was paid—well, there is the case of John Davies, of Brynglas, the very first—for many years he paid no rent to anyone.

6869. But do not you suppose that the idea was, that the Lord of the Manor was the owner of the soil of the common, of the freehold of the common, and not the Crown?—I really cannot say that.

6870. We will suppose that the common belonged to some one, whether it was the Crown or the Lord of the Manor; do you think that a squatter taking ground out of the waste—out of that common land—ought to make no payment; is that the feeling that you have?—Well, I should say so myself.

6871. That he had a right to take that land?—Yes.

6872. Without making any payment to the owner, whoever the owner was?—Especially if he got the permission from those who were there, and had the right of pasturage and turbary in that ground.

6873. Then you would ignore altogether the interest in that land of the Crown or of the Lord of the Manor?—Well, I do not pretend to know what manorial rights Sir Watkin had. I have no idea what manorial rights he had.

6874. What I simply want to get at is this: we all understand what common land is—that some persons have common right of pasture over it; but besides that, under the English law some one alone, either the Crown or the Lord of the Manor, is the owner of the soil. You would not dispute that, would you?—No, I would not dispute that.

6875. Then, do I understand that you contend that whoever is the owner of the soil is not entitled to any compensation for that encroachment upon the waste?—Well, I know very little about those matters; I readily admit it; so that I am unable to enter into it.

6876. Then I do not take it that you do ignore the right of the Crown or the Lord of the Manor. I want to ask you this: you state that at first these squatters occupied the land without paying any rent at all. As I understand it, when they first made their encroachments they paid no rent at all?—Paid no rent at all—no.

6877. How many years before the 2*s.* 6*d.* was put upon them?—I cannot give the number of years; only "for many years" I was told.

6878. Then the 2*s.* 6*d.* would be simply a nominal rent?—A nominal rent.

6879. Then that would go on for another number of years?—Yes, for another number of years, and then it would be advanced.

6880. Then it would be advanced. Then you do not think it is at all to be considered that that long occupation without making any payment was in respect of the improvements that the tenant had made, and that after, say, 20 years or 50 years, whatever it may be, the full rent was payable?—Well, it would be on the improvements. Of course the land was very much improved by these tenants in the meantime.

Mr. *Seebohm*—continued.

6881. Yes, but then they had occupied it at a nominal rent for a great number of years in consequence of that?—Yes.

6882. Then that is the position in which we are left with regard to these squatters?—Yes.

6883. Then, as I understand it, you consider that, practically, ought to have given them a freehold?—Or that the Crown should give them the first chance of buying it if it belonged to the Crown.

6884. I think it evidently did not belong to the Crown, because Sir Watkin Wynn raised the rents and took the ownership?—If it was Sir Watkin's property, why did he not interfere at once, instead of letting them go without paying rent for a number of years?

6885. I do not want to infer in the least that this was wisely done, but what I want to know is, whether you do not feel in your neighbourhood that the Lord of the Manor or the Crown, or whoever it was who had possession of the soil, had some right in it which demanded some sort of payment when an encroachment was made?—Yes, undoubtedly, whoever was entitled to the property.

6886. Would you think that it was right that neighbours should encroach upon the common—should take the whole, say, of the mountain land which is now unenclosed—that whoever could get it, in a general scramble, should take possession of it without making any agreement?—No; but I should say the rents that they pay now are very dear considering that Sir Watkin Wynn has not contributed anything towards the improvements—that the rent is dear—is high.

6887. Yes, that I understand to be your opinion, and I do not for the moment contest it, because I do not know the facts. Then with regard to these other cases in connection with the Nonconformists being turned out, in connection with their opinions and their politics—do we understand that that is going on at the present time?—No; nothing at all approaching it.

6888. Then that is rather an old grievance which has passed away?—There is the best feeling prevailing now upon the estate.

Mr. *Richard Jones.*

6889. Before the land was apportioned do you know whether the consent of those who had rights of common was obtained for the purpose of enclosing it?—I believe it was not.

6890. After it was apportioned was any compensation made to those who had rights in the common?—No; as far as I am aware no one received any compensation whatever, but I believe in some cases, if not in all, they had the land for two or three years free of rent.

6891. You referred to the elections in 1859, 1868 and 1874?—The cases of 1874 are cases apart from the general election of 1859 and 1868.

6892. I suppose there was an election in the county in 1868?—Yes, in 1868 and 1859.

6893. Was there in 1874?—Not that I am aware of; this is independent of elections altogether.

Mr. *Richard Jones*—continued.

6894. You have given the date of 1874, and mentioned that a person was evicted from a farm?—That was after the election of 1868—the case of Thomas Rowlands.

6895. Previously to the cases you referred to of persons who were evicted in 1859, and those who had their rents raised because they refrained from voting, do you know of anything in their conduct that could be alleged against them as a reason for turning them out of their farms?—Nothing whatever.

6896. You have mentioned the case of Jane Rowlands?—Yes, Jane Rowlands is in court now.

Mr. *Griffiths.*

6897. Is it not a common belief among the Welsh people that this common land is the people's land?—Yes.

6898. Do you know of such a thing as a ty un nos?—One of these was more than a ty un nos; it was a tŷ tyweirch; but it had that nickname because it was built over-night, and it has stuck to it to this day.

6899. There is some land attached to it?—Yes.

6900. You mean a house built altogether in one night?—Built altogether in one night, so I understand.

6901. How is it that no rent was paid for so many years, was there no application made for it?—No application was made for it.

6902. And the people thought it was their own?—Yes.

6903. Did they build any better houses after this?—Almost all the houses were built between fifty and sixty years ago, at just about the same period I understand. Some, of course, were better than others, but not much.

6904. Was it a hardship to turn these people out from this land of which they thought they were the real owners?—I think I hardly understand your question.

6905. Do you not consider it a hardship to turn these people out of this land, which they have considered they were the owners of?—Yes, but they have not been turned out; they live on the holdings yet.

6906. They have not been turned out?—No, not one that I am aware of.

6907. They are still on their own holdings, but the rent has been advanced?—That is it.

6908. Do you not think it was rather hard to advance their rent?—I think so; yes.

6909. You know William Edwards, do you?—Yes.

6910. On what ground did he refuse to pay?—He did not refuse.

6911. He did not refuse?—No. The first year he paid no rent; that is what I have been told; I got the information from his daughter. The first year he paid no rent, and subsequently he was ordered to pay 1*s.* 3*d.* a year.

6912. Why do you say that the landlord was "practically irresistible"?—Because Sir Watkin owned almost all the property in Llanuwchllyn, almost the whole parish, and they were afraid of incurring his displeasure for fear of the consequences.

Mr. *Griffiths*—continued.

Mr. *Brynmor Jones.*

6913. Was it then supposed that Sir Watkin Williams Wynn was somewhat arbitrary in his dealings with his tenants?—Yes; they were all complaining against it.

6914. You said, I think, that you could not believe that he knew really what the facts were, with regard to one tenant?—Yes; I was referring to Hafodyrhaidd.

6915. Did he, to your knowledge, take a personal interest in the acts of his agent?—I believe he did not; that was the general impression at least; of course I have no means of knowing.

6916. Will you tell me in what parish Rhos Ucha and Garneddwen are situate?—In the parish of Llanuwchllyn.

6917. Is it in any manor that you have heard of?—I have heard that it is in the manor of Penllyn, but I really cannot give you any information in respect of those matters.

6918. Do I understand you to say that the action of these persons, John Davies, William Edwards, and others, was taken in pursuance of what they believed to be a kind of old or customary right that they had?—Yes; they looked upon it that they had a perfect right to build one of those *tai un nos* on it.

6919. That is a house of one night?—Yes, that is the meaning of it.

6920. Then, as I understand it, the point you are making about the action of the agent or of the landlord in this case, is that, knowing or being in such circumstances that they ought to have known of the existence of this belief, the person was permitted to build his house first of all?—Yes.

6921. Without any hindrance or let from the landlord or agent?—Without any hindrance at all from the landlord or agent.

6922. You think that the agent, or somebody on behalf of the landlord, ought to have gone and told them, "Now you have got no right to "do this; and if you do build your house, you "will have to pay rent"?—Yes, certainly; I should look upon that as only fair.

6923. Then it is what is commonly called "standing by" that you complain of. The landlord and his agent "stood by" while these people were enclosing the land, building houses, putting up fences, and so forth; is that not it?—Yes.

6924. Now with regard to the evictions on the grounds you suggest, political and religious grounds; I suppose the way in which you put that grievance is insecurity of tenure, is it not?—Yes, I suppose it would come under that head; but my friend Mr. Thomas Jones, of Llanuwchllyn, is taking up the part of the evidence bearing on that.

6925. You have told us you are well acquainted with the farmers of the district, and were brought up on a farm?—Yes.

Mr. *Brynmor Jones*—continued.

6926. Has there been, and is there now among the farmers, a desire for more secure holdings?—Yes, a very strong desire.

6927. Do they want leases, for instance?—I cannot say. I do not suppose any have applied for leases that I am aware of, but they consider the tenure is very insecure as it is at present.

6928. What is the general feeling as to the proper kind of remedy for these evils?—There is a very strong feeling in favour of a land court.

6929. To determine the extent of the holdings, the length of tenure, and so on?—Everything in connexion with the letting of lands, and so on; the valuation and other things pertaining to the farm.

6930. Is the condition of the farmer prosperous now in your district?—No; it is quite otherwise.

6931. Is it worse than it was formerly?—Yes, I think it is, according to what they say.

6932. I do not think you have given us your age; perhaps you would not mind telling us that, as it will give us an idea of how far your evidence is of value?—I was born in 1852.

6933. In the fifties and sixties how did the Merionethshire farmer live; you can remember as far back as the sixties at any rate?—In what respect?

6934. In regard to his diet, in regard to the hours of his work, and so forth?—His diet is always poor as a rule; much poorer than English farmers, for instance; much poorer.

6935. Did the children have to work?—Yes, hard.

6936. From what age, about?—Well, from a very very tender age; they had to help during the harvest, and so forth.

Lord *Kenyon.*

6937. You said that after the election of 1859 certain tenants were evicted. Were those the only tenants who were evicted who left their holdings at the time you have mentioned?—As far as I have been able to make out they were.

6938. They were all Nonconformists?—Yes.

6939. Were there other Nonconformists on the estate at the time?—Oh, yes, very many.

6940. But they were not evicted?—No.

6941. And you know of no other reason why those tenants should have been evicted except for their political opinions?—I do not.

6942. Then you stated that others had their rents raised. Were rents raised at other farms at that time?—As far as I have been able to make out they were not.

6943. You think only on those particular farms?—Only on those particular farms.

6944. You gave us a very sad instance about Thomas Rowlands. It seems almost incredible that he should have been allowed to live in a stable for so long. You say he went to Glanllyn and asked Sir Watkin's estate agent to rebuild the old house. Did he ever see Sir Watkin?—

Lord *Kenyon*—continued.

No, he would go to see the agent whether his office is at Glanllyn or at some other place.

6945. But he never saw Sir Watkin personally?—No, not in connexion with this case.

6946. I understood you to say that he had seen Sir Watkin Wynn personally?—But that was before this happened.

6947. Do not you think that it would have been better if he had complained to Sir Watkin personally?—I believe so.

6948. After the agent repeatedly refused to put matters right?—I believe so.

6949. Mr. Williams, you say, refused Rowlands each and all of these requests?—Yes.

6950. You have given some other instances in your statement. You say here, "Once a Nonconformist." Do you mean that the person had become a Churchman?—Yes, that is so.

6951. You state also that "In many cases "during the period 1879–82 Nonconformist "applicants for farms who possessed experience "and capital were rejected in favour of Church "applicants, who had neither." How were you aware that they had neither experience nor capital. Can you mention any one instance?—I can give you one instance: a case of Edward Morris, who obtained the tenancy of Tymawr. I do not think he had a 5*l.* note. The money he had was supplied by his son, who happened to come from America just at the time.

6952. If his son was willing to give him the money that would be sufficient to turn him into a person with sufficient capital?—Yes.

6953. Are any of these tenants whom you mention as Churchmen who took their holdings between 1874 and 1882 still in them?—Yes.

6954. And they are paying their rents?—Yes, as far as I am aware.

6955. So that they have not suffered from want of capital or experience?—But I cannot say whether they have paid their rents or not.

6956. There seems to have been some harsh treatment of Nonconformists after this election. Could you tell me whether the late Sir Watkin ever gave assistance to Nonconformists in other ways with regard to land for chapels, or anything of that sort?—Yes. When the Nonconformist tenants were building a chapel at Llanuwchllyn he offered them land in addition to the graveyard. Not only that but he practically looked after the road leading from Penybont to Hen Gapel. I believe recently there have been several cases in which land has been let for chapels at a nominal price. I cannot give the exact price but it is only nominal I know.

6957. But the late Sir Watkin and the present Sir Watkin in other instances, except those that you have referred to in the way of politics, have always treated the Nonconformists well?—Yes.

6958. And I think I have understood that the late Sir Watkin was popular in this district?—Yes, undoubtedly, Sir Watkin was most popular.

6959. All over Wales?—All over Wales undoubtedly; none more so.

Lord *Kenyon*—continued.

6960. In short, if these tenants who had been hardly treated had gone straight to Sir Watkin and appealed to Sir Watkin——?—Yes, but Sir Watkin was very unapproachable.

6961. In answer to Mr. Brynmor Jones just now you said that diet in 1860 was not good among the farming class; is it any better now?—Oh, I do not think it is any better.

6962. Very much the same?—Very much the same.

6963. You said you were brought up on a farm. Could you give us some account of what your diet was then?—First of all we had in the morning bruised oatmeal and butter milk; then we had some bread and butter and tea. For dinner we had bacon and potatoes. For tea, at about 3 or 4 o'clock, we used to have a lot of sucan, followed by a cup of tea. Sucan is a kind of thin flummery, or something like that. Then we had porridge or bread and cheese and butter milk for supper.

6964. You think it is very much the same now among the hill farmers, and so on?—Yes.

Professor *Rhŷs.*

6965. You mentioned that Sir Watkin was very unapproachable. How could Rowlands, for instance, have managed to see Sir Watkin personally, and have an interview with him?—By going to Ruabon.

6966. Would he be certain to have an interview with him then. Could Rowlands talk English?—No, he could not, he was a monoglot Welshman.

6967. Then the same difficulty would apply to many other cases of small farmers and small cottagers, you think?—Yes, I suppose the bulk of the tenants on the Glanllyn estate are monoglot Welshmen.

6968. Now?—Yes, now.

6969. The present Sir Watkin can talk Welsh, can he not?—I believe he can, to some small extent.

6970. So that there were some real difficulties in the way of the small farmers getting personal interviews with the landlord?—Certainly.

6971. And you think that exists at the present day, to a certain extent?—Not to the same extent.

Mr. *Richard Jones.*

6972. I do not know whether you have stated why Dorothy Davies was evicted from this farm in 1874?—No reason was given. Mr. Williams, the then agent, gave no reason whatever. Her second husband is still living at —— I forget the name of the place; it is just by Brithdir.

6973. What was the impression in the neighbourhood. What was the supposed reason?—The impression in the neighbourhood was that she was turned adrift in order to make room for a Churchman.

6974. And a person who had a Parliamentary vote?—Well, she was married a second time when this occurred, I believe. I do not know quite how it was as regards her having a vote, but the other one was a Churchman.

Mr. *Richard Jones*—continued.

6975. Now, you have lived entirely among the farmers at Llanuwchllyn and have had experience of recent elections. Do you know if there has been any complaint of any undue influence?—It is very difficult to define undue influence.

6976. Intimidation?—No, nothing in a direct way that I am aware of. I have mentioned this Hafodyrhaidd case as one instance.

Mr. *Brynmor Jones.*

6977. With regard to property taken by encroachers upon this waste land when they built the houses, what did the person who built the house and went to live in it do. How would such a man earn his living?—By working on farms as a labourer.

6978. He was not dependent upon the holding that he obtained in that way?—No, certainly not. Having a little land attached to it, it was better than to live in a cottage; he used to keep a cow as a rule.

6979. And turn the cow upon the waste?—Yes.

6980. Has the amount of common, now enclosed, round each of these cottages been, as a rule, large enough for the support of a cow?—Oh, yes, I believe some of them keep two.

Mr. *J. M. Griffiths.*

6981. Do you consider it disadvantageous to the tenant that he is not able to speak the same language as his landlord?—Yes, undoubtedly.

Lord *Kenyon.*

6982. Are you aware that Sir Watkin is educating his son in Welsh?—I believe he is.

Chairman.

6983. I have three questions handed in. I will, first of all, put those handed in by Mr. Vincent. "Is the evidence of Mr. Davies "founded on personal knowledge, or on hearsay, "so far as it relates to (1) political eviction, (2) the squatter's grievances." Do you understand that question?—Yes.

6984. Is it founded on personal knowledge or on hearsay?—It must be on hearsay as to what happened 60 years ago, when these cottages were first built and the land enclosed. I have a very faint recollection of the election of 1859; as to the election of 1868, after which Thomas Rowlands had to suffer so much, I remember that, and I have a personal knowledge of what was taking place at Hafodyrhaidd. I was exceedingly intimate with the family, and lived close by them.

Mr. *Brynmor Jones.*

6985. You have taken care, I suppose, to verify your recollection by asking the present tenants and the persons you have named, so far

Mr. *Brynmor Jones*—continued.

as you have been able to get at them, for the facts?—The evidence referring to these cottages at Rhos Ucha I received from the tenants—those who built the houses, or their descendants—and in the case of Hafodyrhaidd I received my evidence from Jane Rowlands, who is now in court, and ready to corroborate anything I have said, to the best of her knowledge.

Chairman.

6896. Another question handed up by Mr. Vincent is: "Do you say that tenure on Sir "Watkin's estate is insecure now"?—I think it is more secure now than it used to be, especially as far as Nonconformists are concerned. I mean, as far as I am aware, neither Mr. Morris nor Colonel Hughes has shown the least disposition to regard Nonconformists, as such, nor Churchmen, as such, but simply to regard them as tenants.

6987. "Was land for Nonconformist chapels "sold at nominal prices by Mr. Owen Wynne "for Sir Watkin, and was a letter of thanks "written to Mr. Owen Wynne on this point"?—I suppose that would refer to what I said in my evidence before, that land was offered by Sir Watkin for enlarging a graveyard attached to a Nonconformist chapel at Llanuwchllyn, and where Sir Watkin protected the road leading to that chapel. I suppose it refers to that.

6988. Then there is a question put in by Mr. Llewellyn Jones: "Some of the evicted "men are present in court, are they not"?—Yes, there is Mr. John Thomas, of Pandymawr, who was evicted from Pandymawr. He is in court; and it may be that another tenant, Edward Edwards, is in court; that I am not certain about.

A Voice: He is here.

Mr. *J. M. Griffiths.*

6989. Why do not these men appear themselves? Is there a reason why they do not appear to give evidence themselves?—They are willing to give evidence.

Lord *Kenyon.*

6990. They ought to have sent in their names before. Everybody willing to give evidence was asked to send in their names?—I believe Mr. John Thomas, of Pandymawr, has sent in his name.

Chairman.

6991. Then I have a question handed in by Mr. Llewellyn Jones: "Has Sir Watkin any "manorial right in the district"?—Yes: I always considered that Sir Watkin was lord of a manor in the district.

6992. Is not this district in the manor of Penllyn, which is a Crown manor? Can you answer that question?—That I have no knowledge of.

The *Secretary* (*addressing the Chairman*): Penllyn is a Crown manor.

Mr. *Seebohm:* It does not follow that portions of it may not have been sold off to Sir Watkin.

The *Secretary:* No doubt; but I am merely saying that Penllyn itself is a Crown manor.

Chairman—continued.

6993. Now, Mr. Davies, there is something you wish to add, I understand?—Yes, this Hafodyrhaidd family received notice from the medical officer of health several times. It cannot be on account of their living in a stable, and it being unfit to live in, because in the Government account of the sanitary state of Wales and Monmouthshire, which is a report by Captain Ellis, who himself was a Conservative, he says, as to Wernddu, which is a farm close by: "Poor house; water rising from floor; no "privy." Then as to Hafodyrhaidd, also just there: "Quite unfit for anyone to dwell in." Then as to Llwyncadi, a small farm close by, he says: "Very damp house, and floor very wet; "water breaking in at back; no privy." Then as to Graig, another farm close by: "This house "occupied by five people; is in a wretched "state, and quite unfit for anyone." Then at Tycoch: "Wretched, poor house, quite unfit to "be occupied; no sanitary arrangements."

Mr. *Brynmor Jones.*

6994. How far off are these places?—They are close by Wernddu and Hafodyrhaidd are within say 200 yards of each side of Hafodyrhaidd, and I am not aware that either of these ever received notice from the sanitary authorities.

Mr. *Seebohm.*

6995. Is that the state of things now?—Oh, no, certainly not.

Mr. *Griffiths.*

6996. Is it not the fact that it is a common belief that if a person lives in a house for 12 years he is entitled by the law to be the owner of that house?—I cannot enter into a question of law.

6997. But is there not a popular belief to that effect?—Yes, there is an impression at Llanuwchllyn that it is the law, but whether it is or not I do not know.

Chairman.

6998. I have one more question sent up, "When was this report of Captain Ellis made?"—I expect it would be in the sixties, between 1860 and 1868. I am sorry to say that the copy I had has been mislaid.

Mr. *Seebohm.*

6999. This question of the squatters is so important that I want just to know whether we really understand what the view in your district is about it. As I understand it you consider it is a common right to build a house in the night, that that gives a right?—Yes.

7000. And that as the agent did not interfere therefore he has no right afterwards to demand rent?—Yes.

7001. Then beyond that, how about the commoners who had rights of pasture; would it be fair to them that parts of their pasture should be taken away by squatters without interference?—I believe in one or two cases, I think in the case of Penllyn, but I cannot be absolutely

Mr. *Seebohm*—continued.

certain in which of the houses it is, permission was obtained from the neighbouring farmers.

7002. Then what you really want is that there should be some better mode of regulating the commons?—Yes, just so.

Mr. *Seebohm*—continued.

7003. That it should not be left to this sort of haphazard work, but that there should be some regular mode of dealing with and regulating the commons?—Yes.

The witness withdrew.

Adjourned for a short time.

Mr. THOMAS JONES called.

Examined through an Interpreter.

Chairman.

7004. Mr. Thomas Jones, you are a county councillor, and live at Llanuwchllyn?—Yes.

[*The following statement, being the evidence-in-chief of the witness, was read out in English by the interpreter, after it had been previously acknowledged by the witness on being translated into Welsh.*]

My evidence refers to the parish of Llanuwchllyn, and part of Llangower, owned by—

Sir Watkin W. Wynn,
Mr. R. J. Price, Rhiwlas.
Mr. Davies.
Rev. W. Hughes, vicar of Llanuwchllyn.

III.—OCCUPATION.

1. The usual term of entry is Lady-Day. Farms are let yearly without exception.

2 The notice to determine the tenancy is a six months' notice.

The following clauses in agreements are considered oppressive:

(*a.*) Tenants to cart towards buildings without pay.

(*b.*) Tenant to offer his sheep to incoming tenant or landlord, but they are not bound to buy.

(*c.*) Landlord contracts out of Agricultural Holdings Act, section 33.

3. *Rent:*

(i.) Fixed at gross sum by landlord. No uniformity. Recent reductions vary from nil to 40 per cent.

Rent of small farms slightly higher than that of large farms;

On lowland holdings, 20*s.* to 30*s.* per acre;

On upland holdings, up to 12*s.* per acre;

Rights of common are taken into account in fixing rent.

(ii.) Rent is always fixed on valuation of landlord; no arbitration ever resorted to.

(iii.) Rents raised generally.

(*a.*) Reductions: Sir W. W. Wynn, from nil to 40 per cent. in 1893—on revaluation of landlord's agent. Very few reductions before.

Small reductions on Mr. Price's farm four or five years ago.

None on Mr. Davies' (I think). None on the property of the Rev. Mr. Hughes.

(*b.*) Abatements: Sir W. W. Wynn 15 per cent. Mr. Davies 10 per cent. Mr. Price and Rev. Mr. Hughes nothing.

Rent paid within three months of its being due.

Chairman—continued.

4. Local rates have not increased.

5. Size of farms:

From 20 acres to 100, at nearly all intervening sizes. Very many consolidations.

The following is a list of the farms consolidated in Uwchafon, parish of Llangower, together with the names of the holdings to which they have been added:

1. Tynrhos to Llechwedd ystrad.
2. Pentrecogwrn to Pentrepiod.
3. Penrhyn to Pentrepiod.
4. Tyddynllafar to Ffynongower.
5. Cwmbyfed to Vedw.
6. Gyrn to Gyrn.

Twenty-one houses, including the above, have been lost or have become uninhabited in Uwchafon.

At present there are only 23 houses there, including only one labourer's dwelling.

About 70 houses have been lost in the parish of Llanuwchllyn within the last 50 years.

Twenty-three new houses have been built where there were no houses before.

Sir Watkin has built many very much better cottages instead of old ones at very moderate rents, but nearly all in the village.

Twenty-seven farms consolidated in the parish of Llanuwchllyn.

1. Ffriddlwyd to Cefngwyn.
2. Caerhys to Coedypry.
3. Tynyclawdd to Pantsaer.
4. Tynant (R.T.) to Tynant.
5. Fotty to Tynant.
6. Tynycornel to Tynant.
7. Tynyfron to Tanybwlch.
8. Nantyllyn to Tynycae.
9. Caepoeth to Caepoeth.
10. Garthuchaf to Plas.
11. Cilgellan to Garthisaf.
12. Dyfnant to Caecoch.
13. Glanymynech to Caellwyd.
14. Gwengrug to Llwyngwern.
15. Hendrebach to Hendremawr.
16. Llwyncadi to Eithinfynydd.
17. Llettycripyl to Llettycripyl.
18. Prysbach to Prysmawr.
19. Pentre to Gwernhefin, &c.
20. Llwynwrach to Caergai.
21. Maesmathew to Cwmtylo.
22. Dolfudr to Buarthmeini.

Chairman—continued.

23. Griolen to Craigytan.
24. Hafodybibell to Tydu.
25. Glanllyn to Gwernhefin.
26. Ceunant Uchaf to Llechweddalchen.
27. Garneddwen to Llechweddalchen.

Effects of consolidation.—Less production, less employment, rent raised. Population and houses less.

Relative effects of small and large holdings:—

(1.) Middle sized holding best farmed.
(2.) Occupier of small farms generally best off.
(3.) No apparent difference in their respective ability to provide for their families.

IV.—Cultivation.

1. Scarcity of labourers at particular times. Fences, ditches, &c. in bad state.

Land wanting cultivation, because of no fixity of tenure.

2. Improvements:

Improvements done mostly by tenants. No compensation for them except by agreement.

4. No attention to any branch of agricultural education except a little teaching in butter making: *excellent results.*

5. Prohibitive railway rates.

VI.—The General Condition of the Farming Population.

1. Proprietor farmers.

Only two proprietor farmers in the district, all the rest gone.

2. Tenants and wives work exceedingly hard. Children work without pay and often without any compensation.

Rents paid partly by children's unremunerated labour.

3. Hired labour small compared with that rendered by members of household.

Very little cottage accommodation.

VII.—Landlords mostly Absentee.

General considerations.

1. Many of the tenants pay with borrowed money.

2. Smaller landlords' agreements, especially that of the vicar, very harsh.

Before the year 1890 the education question was creating a deal of bad feeling. When the question was gone into by Sir Watkin and his agents, Colonel Hughes and Mr. William Morris, on the one hand and the managers of the British School on the other, a very fair and excellent scheme was arrived at. Sir Watkin very liberally contributing two-thirds towards its maintenance, and the scheme is working remarkably well with excellent results.

See 7032–8, 16,368.

7005. Would you like to give any further evidence?—One tenant particularly wished me to say that the present method of reducing the rent was not fair, and, as an example, he instanced his own farm and the one adjoining, which were both raised at the same time, and one of them has been reduced 40 per cent. now,

Chairman—continued.

and the other not reduced at all. That is all I wish to say on that point.

7006. You say that the tenant has to offer his sheep to the incoming tenant or to the landlord, but they are not bound to buy. What do you recommend as being fair?—Inasmuch as the landlord binds the tenant to offer the sheep, the landlord should be bound to buy the sheep at a fair valuation.

7007. You told us that the rent is fixed on the landlord's valuation, but no arbitration is ever resorted to. What arbitration would you like?—That it should be referred to some court or other, or to some person who was deemed to be impartial.

7008. I understand you to say that the tithes in this district are paid by the occupier?—So it used to be according to the agreements, but now the tithe is paid by the landlord, but the tenants pay it in the rent.

Lord *Kenyon.*

7009. You spoke of consolidation. Those were instances that you gave us?—Yes, I made a list of them.

7010. You say about 70 houses have been lost in the parish of Llanuwchllyn, within the last 50 years?—Yes, more or less.

7011. And 23 new houses built where there were no houses before?—Yes.

7012. Have these houses been lost, according to you, because there was no one to occupy them?—Most of them were going to ruin, and they were not being replaced.

7013. You say Sir Watkin has built many very much better cottages instead of the old ones, and lets them at very moderate rents?—Yes, most of these houses which have been recently built are in the village, but there used to be more houses in the village before.

7014. You say, therefore, that the land does not support so great a population as it did before?—It does not.

7015. As to those houses which you describe as being lost, would they be occupied now if there were any houses there to let?—Yes, they would be, many of them.

7016. You spoke about land going out of cultivation; I take it you mean going out of cultivation, because there is no fixity of tenure?—I believe that that has a great deal to do with it, because the tenants have not any security in regard to their holdings.

7017. Are there many changes of tenancy in the neighbourhood?—A very few now, but in times past many have been turned out of their farms.

7018. You say there are a very few now; therefore would it remedy the present state of affairs?—I believe the tenants would feel greater security.

7019. You spoke of proprietor farmers. You said there were only two, and all the rest had gone; where have they gone to?—Many have been bought up, for the most part by Sir Watkin.

Lord *Kenyon*—continued.

7020. Have the proprietor farmers sold to Sir Watkin?—Yes.

7021. Then I suppose they are better off in not farming land, or else they would not have sold them?—I cannot speak to that.

7022. Can you tell me whether any of these proprietor farmers still are tenants on the lands which they have sold?—The actual proprietors do not live on the land now, but, possibly, some of their descendants may.

7023. You said the landlords were mostly absentee landlords?—Yes.

7024. Would you call Sir Watkin an absentee landlord?—Yes.

7025. Surely he lives in Wales, and he lives as much on his own property as he can, does he not?—He is yonder only a few weeks.

7026. Wynnstay is not very far off?—About 30 miles.

7027. I do not think that is very far off. Would you call Mr. Price an absentee landlord?—So far as he is concerned with Llanuwchllyn.

7028. Has Mr. Price any house he can live in at Llanuwchllyn?—If he was humble enough to go and live in one of them he could.

7029. Would he not have to turn out a tenant of one of those houses if he wished to do that?—Yes, he would be obliged to do so, or else live in one room or more.

7030. Or less. Are there any other absentee landlords you can name?—Mr. Davies.

7031. I think that is hardly "mostly," is it—that is hardly the majority?—I do not mention anyone else except Mr. Hughes, and he is away.

7032. You said one tenant said the system of reducing rent was not fair. You mention your own house?—No, it is not my own case.

7033. I thought it was your own case and the adjoining farm?—No, I gave that evidence because one of the tenants asked me to do it.

7034. Can you give his name?—Yes, if necessity arose.

7035. I want to get the fact, not mere hearsay?—Yes, I am prepared to give his name, Thomas Francis Rowland, of Gweirglodd-ddu.

7036. What was that tenant's reason for complaint?—Both rents were raised at the same time, and now one is reduced to a very great extent, and the other not; his own is not being reduced.

7037. Possibly there may be some other reason I should like to know?—I do not know of any other reason.

7038. Do you know the rent per acre of each of those farms?—Thomas Francis Rowlands will speak for himself. He is here.

7039. There is no instance within your own knowledge in which you think the system of reducing rent was unfair?—I do not say myself that it is unfair.

7040. Do you not think that it is possible for the landlord and tenant to agree between themselves without the intervention of an arbitrator?—Yes, sometimes, but not always.

Mr. *Brynmor Jones.*

7041. You told us that these landlords of whom you have been speaking, contract themselves out of the Agricultural Holdings Act, 1883, section 33?—Yes.

7042. That is the section as to notice, is it not?—Yes.

7043. Do you know whether they have attempted to contract out of any other provisions of the Act of 1883?—In Sir Watkin's agreement that is, so far as I know, the only clause which is excepted.

7044. Do you know the provisions as to compensation in the Act of 1883?—I do not well enough—far from well enough.

7045. Is there any custom of any kind operating as between the incoming and outgoing tenant?—No, there is no agreement between them, but the general rule is that the incoming tenant buys the sheep and so on, at the end of the year. There is no custom.

7046. Is any compensation paid for manuring any of the land?—I do not know of any except by agreement—I mean anything that the agreement may show.

7047. I suppose there is some arable land on most of the farms as to which you are speaking?—Yes, on almost all the farms.

7048. And there is besides what may be called the sheep walk, or the mere pasture land—some meadow land—some good pasture—enclosed?—Yes, in the upland farms.

7049. We have had to day evidence as to a large number of persons having been turned off farms belonging to Sir Watkin. Do you know whether any of them received compensation?—I believe they never had a halfpenny.

7050. With regard to proprietor farmers, how far does your memory go back?—I remember very few. Most of them had gone before I can recollect.

7051. Then so far as you can gather from what you have heard old people tell you, were there many small freehold proprietors in this district?—Yes.

7052. About how far back from the impression that you have, do you think that they were numerous?—About 70 years ago. There were several at that time I think.

7053. Several?—Yes, many.

7054. And they have gradually disappeared as I understand, so far as your knowledge goes, by being purchased by the bigger proprietors round about?—Yes.

7055. I notice that some years ago it was said by a gentlemen who went over Merioneth that many women entering farm service were generally engaged as domestic servants upon the understanding that they were to assist in the outdoor work of the farm, though a few were exclusively employed in the work of the farm?—Yes.

7056. Is that the case still?—Yes, in many cases.

7057. Taking the farms upon the estates that you have been giving evidence about, are there many women servants or domestic servants employed now?—Yes, a good deal.

Mr. *Brynmor Jones*—continued.

7058. And it is the case that they are generally employed as domestic servants in the first instance, as it were?—Yes.

7059. And that, nothwithstanding that they are engaged upon the understanding that they are to do farm work as well?—Yes.

7060. Do they have to do farm work?—Yes.

7061. Are there any women upon the farms of these estates engaged as day labourers, to your knowledge?—Very few.

7062. Do you know what wages the few that are engaged get?—Well, they are engaged at harvest time, and they get from a 1*s.* to 1*s.* 6*d.* a day and their food.

7063. With regard to boys, are many boys other than the sons of the farmer engaged in farm work in this country or in this district? Of course, my questions are devoted to this district alone, I ought to tell you?—A few; not many.

7064. Whose sons are they, the few that are engaged, or the boys you come across; are they the sons of farm labourers, or the sons of other farmers?—Well, both.

7065. What is the youngest age at which they are engaged?—Well, about 14, I believe; something like that some of them may be.

7066. But speaking generally, the farms in this district are rather small. I think you said so?—Yes.

7067. And as you said, they are chiefly pastoral. Is it not the fact that a good many boys are employed?—No, not many.

7068. Who look after the sheep and attend the cattle on the high lying parts?—Well, if it is a large farm, they keep a shepherd sometimes.

7069. Well, with regard to the ordinary farm that we have been hearing about to-day, an upland farm?—The farmer himself, or some of his family generally, or a man-servant it may be.

7070. Did you hear whether any girls are employed at a very young age for out-door work in the farms?—No, I do not believe so; not many before 14.

7071. At 14 are they often at work?—Yes.

7072. Is it the fact that the farmers' children have to work pretty hard?—Yes.

7073. Does the work they are put to interfere with their schooling at all?—Well, not much.

7074. At what age then does the farmer's child generally begin to help about the farm?—They begin to help very early; they begin to help a little about 9 or 10.

7075. Then they ought to be at school?—Well, they will be at school; but they begin to help a little at about 9 or 10.

7076. Then they have to work, either before school hours or after school hours?—Yes.

7077. What is the diet in the farms round about; what food do they get as a rule?—Very plain, I believe.

7078. Do they get fresh meat every day?—No; not even on Sundays either.

7079. Do you mean to say that in any of these farms you have been talking about, a week goes by without any of the family getting fresh meat?—Yes; most of them; I am certain of it.

7080. What do they have then; bacon, ham?—Yes. Well, some of them have solid meat as well, dried.

7081. Do they have tea and coffee?—Oh, yes.

7082. I think you said that many of the tenants have to borrow money in order to pay their rent?—Yes.

7083. I understand the effect of your evidence then is this, that upon these farms upon Sir Watkin Wynn's estates and the other estates you have mentioned farmers find it extremely difficult to pay the present rents?—Yes, in these days.

7084. They are not able to buy anything, you think?—I do not think so.

7085. Then, if that is true, the farmer's life is not entirely a happy one, Mr. Jones?—No, not all of them. There are some of them well off.

7086. Which of them are well off? Do you find that the smaller farmers are well off—the men you have been thinking of, or the bigger farmers—the farmers of bigger estates?—Yes; the smaller farmers work and get salaries for their labour.

7087. But I am talking of a person who farms and makes that the business of his life?—Yes.

7088. You do not understand that to be a paying business, as I understand you?—Some years ago in the upland farms they have done very well, so I understand.

7089. What remedy do you suggest for the state of things which you have been describing?—I cannot say. It is too difficult a problem for me.

7090. Do you think there is any change of the law, for instance, that would be advantageous—I mean a change of the law that would recognise the interests of all parties reasonably and fairly?—I think if they knew they would get their full compensation when they left their farms, that they would farm much better.

7091. Do you think they do not know what the provisions of the Agricultural Holdings Act are?—Well, you will see from the agreement that it is not that.

7092. No, but then I began by asking you those questions. As I understand in the agreements you have seen, it is only section 33 that is excluded, and section 33 is a section which talks about the notice to quit. Section 33 only says that "where a half-year's notice, expiring "with a year of tenancy is by law necessary "and sufficient for determination of a tenancy "from year to year, a year's notice shall be "required by virtue of this Act," and then it goes on later in the Act to say that that cannot be contracted out of, and that no other provision of the Act shall be contracted out of, which deprives him of any right to compensation under the Act?—So I understand.

7093. If by the agreement it is agreed to exactly all but section 33, it could not affect the compensation. For instance, if a man is going to drain, and he gives a notice to his landlord, then by the first schedule of the Act, he is entitled to compensation if he does drain?—There is a clause in the agreement which says

Mr. *Brynmor Jones*—continued.

what the compensation is. I have produced the agreement and handed it in.

7094. I should like to look at the agreement. [*The agreement was handed to the learned Commissioner.*] I think you are wrong. It seems to me that that is not identical with the provisions of the Act. I thought you said it was only section 33 that was contracted out of the agreement. I will just call your attention to section 55, just to bring your mind to bear on the matter, as you have been so good as to get up the evidence carefully. By section 55 "any "contract, agreement, or covenant, made by a "tenant, by virtue of which he is deprived of "his right to claim compensation under this "Act in respect of any improvement mentioned "in the first schedule shall, so far as it deprives "him of such right, be void in law and in "equity"—"except an agreement providing "such compensation as is by this Act permitted "to be substituted for compensation under this "Act." I do not know whether you have considered it. I must look at this agreement more carefully, but we cannot delay now. Lord Kenyon points out that by section 8 the landlord and the tenant may agree upon the amount and mode and time of payment. Perhaps that is all that this clause 16 of the agreement does, and, if that is so, that is valid.

Lord *Kenyon.*

7095. The agreement is in accordance with section 8 of the Agricultural Holdings Act; is that so?

(Col. *Hughes interposing.*—Certainly.)

Mr. *Brynmor Jones.*

7096. It is a matter which requires careful consideration I see now; the intention is to make an agreement under section 8 as substituted for the sections of the Act. That we must consider. Have you considered that point yourself?—No.

7097. You have not considered whether this agreement does violate the Act of 1883 or not?—No.

7098. We must look at it carefully. We must see what terms it uses. Is there any grievance about game, so far as you are aware?—No, very little.

7099. Is there any instance of an indirect pressure—now observe my word "indirect" pressure—being brought to bear upon tenants to become Churchmen, or to vote in a particular way, which has come under your notice?—Well, I believe something was put in their way some time ago to induce them.

7100. As I understood Mr. Davies' evidence, the evidence that he gave "of a series of evictions consequent upon elections," or after elections which occurred before the Ballot Act of 1872 came into operation, I did not hear anything about the election of 1874, or of the election of 1880?—No It was before the Ballot Act.

Mr. *Brynmor Jones*—continued.

7101. Now, without reference to the landlord being willing to resort to a notice to quit, do you yourself observe with regard to county council elections, for instance, and parliamentary elections, any attempt on the part of landlords or their agents to indirectly influence tenants?—Not in the least at present.

7102. Not by way of hope of reward, for instance, of a superior farm?—No, not in the least. They are all quite free.

Mr. *Griffiths.*

7103. You say the tenants are not paid for hauling?—They were not paid. I believe they are paid now.

7104. You do not mean to say that tenants who do much hauling are obliged to go without payment for it?—Yes.

7105. Can you give us any instance of tenants having to give their labour for nothing?—I cannot call to mind any instance at the present moment.

7106. You complained just now that a valuation was made by the land agent. What remedy do you suggest? You take for granted that a landlord thinks his farm is let very reasonably; the tenant, on the other hand, thinks his farm is let very far too high; if I rightly understand you want some impartial court to appeal to to settle between you and the landlord?—Yes.

7107. I take it for granted the landlord and you are on the best of terms, but still there is something of that sort wanted?—Yes.

7108. You say, again, that hedges and ditches are getting into a bad state; what is the cause of that?—Tenants have no heart to employ labour. The price of labour is very high now.

7109. You think the farmers, as a rule, have not the money with which to pay for putting up fences, the same as they used to do?—No.

7110. Are there any of those proprietary farms, which you spoke of just now, which have been purchased by the tenants?—No, not a single one.

Lord *Kenyon.*

7111. I understood you to answer me the question that some of the families might be living, although not the original proprietors. Is not that so. I think you answered me that before?—Yes.

Mr. *Griffiths.*

7112. In taking a farm, do tenants who have children at work on the farm have a better chance of getting a farm, than a tenant who has none?—I cannot say for certain, although that would be a consideration to the Court.

7113. Tenants do not pay their children?—No; children are paid sometimes, but not always.

7114. Do you think farmers' children are as well off, being educated as labourers, or are they paid at home more than the labourers' children?—Well, they are about the same, with a few

Mr. *Griffiths*—continued.

exceptions. They get more at home than the labourers.

7115. Where do the labourers' children chiefly go. Do they go to sea, or are they employed on a farm; or where do they generally go?—Well, they go to the towns chiefly.

7116. And the young women, too, do they go to the towns?—Yes, they go away to the towns as well.

7117. These abatements that are being made you say are unfair, and you would hand them over to the same Court?—I do not say that. I do not say they are unfair.

7118. One is from 40 per cent. to nothing at all. That seems very fair?—Well, it seems so at first, on the face of it; but there may be some reasons why it is not. I do not know.

7119. Are not the farms in this neighbourhood chiefly let to tenants?—Yes.

7120. How are the farm servants lodged, are they lodged in the houses?—Yes, generally.

7121. And the young women as well?—Yes.

7122. Do they lodge in a dwelling-house, or in out-buildings?—Well, in the house generally, and some may be in the out-buildings.

7123. They only live with just a partition between males and females; is that correct?—Well, now, Sir, the buildings are in much better condition than they were some years ago; they have improved greatly.

7124. Do any of the labourers in this neighbourhood keep cows?—Very few.

7125. Do you think it is an advantage, or a disadvantage, for a labourer to keep a cow?—Yes, it is an advantage.

7126. A good thing?—Yes.

7127. Do you not think the children on the farms learn to milk and grow up more acquainted with farm work?—Yes.

7128. The mother will not last for ever you know?—No.

7129. Then as a remedy I suppose you think the rents must come down; it comes to that?—Yes; they are coming down.

Mr. *Richard Jones.*

7130. You said in answer to Lord Kenyon that, in some cases the tenant is able to deal freely with the landlord on the question of rent. When is a tenant most free to deal with or to treat with his landlord on the question of rent? Is it before entering into a farm, or after he is established in a farm?—Well, I do not think it is so before entering into a farm. They have only to take it at the rent the landlord tells them.

7131. What inference do you draw from that? Is there any custom in your opinion?—Well, it would be well to have somebody else to refer to as to that.

7132. Then you consider that a tenant farmer is at the mercy and at the will of the landlord? Yes.

7133. And because of that, you ask for some impartial tribunal to decide the question of rent as between landlord and tenant?—Yes.

Mr. *Richard Jones*—continued.

7134. With regard to the outgoing and incoming tenant, you grow wheat, do you not, in this country to some extent?—To a small extent.

7135. What is the custom between the incoming and out-going tenant with respect to wheat?—We do not sow any wheat at Llanuwchllyn.

7136. Not any?—No.

7137. I see by the returns there are 978 acres of wheat grown. I suppose that would be down in the neighbourhood of Corwen?—Yes.

7138. Is the incoming tenant permitted to enter the farm before the 25th March in order to plough?—They agree with the outgoing tenant at the end of the year, and they enter upon the land then.

7139. Oh, they do?—Yes, generally.

7140. But, of course, he is entirely dependent upon the goodwill of the outgoing tenant?—Yes, of course.

7141. If he likes to prove obstinate the incoming tenant could not go on the farm before the 25th March?—No.

7142. Do you know of instances where that has occurred?—Well I cannot call any to mind now, but I think there are instances.

7143. So that the custom works satisfactorily then?—Yes.

7144. In your evidence you say that middle-sized farms are best cultivated, and that the occupiers of small farms are generally best off, will you explain that. How are the middle-sized farms best cultivated?—Well a middle-sized farm will keep as many horses as the big farms, but the small farm does not keep any horses at all.

7145. There is no reference to the large farms in your evidence. It is a question as between the small farms and the middle-sized farms. How do you make out that the middle-sized farm is better cultivated than the small farm?—On a very small farm, they have no horses to plough the land, to cultivate the land the same as a big-sized farm has; that is what I mean.

7146. What is the smallest size of a farm on which a man could live and be continually employed on the farm, that is, provided that he had no children to assist him?—Without any additional labour?

7147. Yes, without any additional labour?—Well, I should say from 15 to 20 acres.

7148. Can a man live on 15 to 20 acres without working as a labourer on the land in this part?—I think some of them do.

7149. Why do the farmers employ women to work on the farm, is it because they get them cheaper?—They get them cheaper, of course.

7150. And that is the reason?—Well, the outdoor work is done in a manner on the farm gratis; all the farm work and the house work.

7151. Is there any dissatisfaction with the table with respect to compensation in the agreement that you put in?—Yes.

7152. What do you say about the first item in the table. Do you think that the improvement after an application of lime on grass land is

Mr. *Richard Jones*—continued.

exhausted in three years?—No, I do not think so.

7153. To what time would you extend it?—Well, five or six years.

7154. That would be in accordance with the Glamorganshire custom. They allow five years there. Is there anything else in that table?—I think there is—where the tenant erects a new building. Well, 12 years is much too little.

7155. What would you consider just to the tenant?—Well, I think the buildings ought to be revalued.

7156. At the end of the tenancy?—Yes.

7157. Anything else?—Drainage.

7158. What about the drainage?—I think that ought to be extended.

7159. You consider the time too short?—Yes.

7160. What about the wire fencing?—The same.

7161. Is there anything else in the agreement?—I cannot call to mind now.

7162. Do you know of cases where agents have been using their position to serve their own personal ends?—No; there may be cases.

7163. Do you know of cases?—I remember
7181. once when a tenant died and he was indebted to the agent, the son applied for the place, and he had it on terms.

7164. In what way was he indebted? Was he indebted to the agent personally or to the landlord?—To the agent personally.

7165. Are there any other instances?—I cannot call to mind now any.

Professor *Rhŷs.*

7166. You have a farm of your own. You live among farmers and see them every day, and talk to them?—Yes.

7167. They are your neighbours?—Yes.

7168. You spoke of a Land Court just now. Do they say they want a Land Court?—Yes, they do.

7169. Have you heard that expressed?—Yes.

7170. More than once?—Yes, many times.

7171. By more than one man?—Yes, by several.

7172. What do you understand by a Land Court, or what do the people you talk with who want a Land Court understand by it exactly. What do they think a Land Court has to do?—Fix rents particularly.

7173. Anything else?—That is the thing they want mostly.

Chairman.

7174. I will trouble you with a question or two. There is a question from Mr. Vincent. "Please specify the estates on which consolidation "of farms has taken place." Can you do that?—As I have said, there are only a few yonder on the estate of Sir Watkin and the estate of Mr. Price. They are on those estates, and I have given a list of them.

7175. That is the list put in?—Yes.

Chairman—continued.

7176. A question by Mr. Owen Wynne. "Is "it not the fact that by agreement every "incoming tenant can enter to do any works of "husbandry on the 1st February"?—Yes, they can come in for the purpose of doing works of husbandry on the 1st February, but they cannot occupy the buildings.

Sir *John Llewelyn.*

7177. The dwelling-house or building?—The dwelling-house or building. There may be a part that they may occupy as stabling for two horses.

Chairman (to the Interpreter).

7178. Will you give us the answer again.

The *Interpreter*:—He said that they can enter on the 1st February for the purpose of doing works of husbandry, but not to occupy the buildings nor the house.

Lord *Kenyon.*

Not to occupy the premises.

Professor *Rhŷs.*

Then he added that by an understanding with the tenant he might possibly have a part of them.

Chairman.

7179. This is a question put by Mr. Edward Watkin, the agent of the Rhiwlas Estate, "Do "you state that there have been no reductions "of rents on the Rhiwlas Estate in the parish "of Llanuwchllyn since 1877"?—I have said that there have been reductions.

7180. There are questions handed up by Mr. George Owen, one of which the Commission think is hardly necessary to be put. The first question is, "You have spoken of the necessity "of a Land Court, have you considered whether "if there were a Land Court a landowner would "have any interest in improving his estate"?—I think he would have a far greater interest in improving his estate if there were a Land Court.

7181. A question from Mr. John Williams: "Was it on Sir Watkin's estate that the agent "received money for accepting a tenant. If so, "will the witness name a case"?—Yes, Evan Jones, of Rhyd-y-bod.

See 7163, 7430–7497, 7677, 18,294–18,388.

7182. Let us have that clearly?—It was for allowing him to become a tenant after the father had failed at that time—had become bankrupt.

Lord *Kenyon.*

7183. Who was the agent at that time who received the money?—Mr. John Williams.

Chairman.

7184. Question put by Mr. William Morris, local agent, Glanllyn, Bala: "You said that all "the cartage is done by the tenant. Do you "still maintain that there is no cartage done by

Chairman—continued.

" the landlord on the Glanllyn Estate "?—I do not recollect that I said that all the cartage was done by the tenant.

7185. Were any of these consolidated farms on the Rhiwlas Estate?—I do not remember more than one on that Estate.

7186. Mr. Vincent puts a question "My " instructions are that in 1877 the Rhiwlas " tenants in Llanuwchllyn parish paid rent, " 402*l.*, and tithe, say 15 guineas, and that they " now pay 381*l.* and no tithe. Do you disagree " with these instructions, and if not, do you " maintain still that Mr. Price of Rhiwlas has " not reduced his rents"?—I have said before that Mr. Price did reduce his rents, and that he pays the tithe still. That has been done some years ago.

7187. I must trouble you with three questions from Mr. Llewellyn Jones: "Have you ever " acted as tenant's valuer in the case of a pur- " chase of sheep from an outgoing tenant by the " landlord"?—Yes, I have acted as valuer.

7188. Could you instance any case where hardship has arisen owing to delay on the part of the landlord in appointing a valuer?—I cannot recollect an instance, but I think I know what this question is directed to—the object of this question. There was a case in which the other valuer and myself could not agree in fixing the price, and an umpire was to be selected, but he could not be found for a long time, and in the meantime scores of the tenants' sheep died. I believe it refers to that case.

7189. "Do you know a man called William Pugh, late of Brynllin, Llanfachreth"?—Yes, I know the man.

7190. Can you give us any particulars of the way the valuation of his sheep was made when he left his farm?—It is the case that I referred to now.

Chairman—continued.

7191. The case where you could not get an umpire, and there was so much delay that scores of his sheep died?—Yes.

7192. That is what I understand you to say?—Yes.

7193. I have only three more questions to put to you. Mr. Llewellyn Jones asks "Are you a " member of the Welsh Calvinist Methodist " Connexion"?—Yes.

7194. "Do you know whether, in the year " 1871 or 1872, an application was made to Sir " Watkin for a plot of land in the village of " Llanuwchllyn to build a chapel on. Was the " application granted? If not, do you know what " Sir Watkin gave as his reason? Where was " the chapel eventually built"?—I recollect that an application was made at that time to Sir Watkin, but he would not grant the application—he did not grant the application.

7195. Where was the chapel eventually built?—Well, it was built on a garden very near the village

Mr. *Richard Jones.*

7196. On whose land was the chapel built?—On Mr. Robert Roberts'.

7197. Did Sir Watkin state his reasons for not granting that?—I think he said that there was sufficient land to be got elsewhere. I think they wanted to build a chapel then on the other side of the road so as to be more sheltered.

Chairman.

7198. There is another question from Mr. Vincent: "As a fact, are not the sheep accus- " tomed to the hill invariably bought and would " it not be practically impossible for the " incoming tenant to farm without the sheep in " question. Are they not, in fact, valued higher " than sheep in the open market"?—Yes.

The witness withdrew.

Mr. Robert Morris called and examined (through an Interpreter).

Chairman.

7199. Mr. Robert Morris, you are a tenant farmer of Tyn-y-Cae, Llanuwchllyn, Bala?—Yes.

[*The following statement, being the evidence-in-chief of the witness, was read out in English by the interpreter, after it had been previously acknowledged by the witness on being translated into Welsh.*]

"I am a tenant farmer occupying two small farms called Tyn-y-cae and Nant-y-llyn which are held by Sir Watkin Wynn under a will in trust for certain charitable objects.

"When I took these farms there was no suitable building upon them. The house was under the same roof as a tumble-down shippon, and there was no proper internal partition between them.

"I frequently applied for new buildings or for a reduction in the rent so as to enable me

Chairman—continued.

to make the required buildings at his own expense. Ultimately, however, I received a notice from the Medical Officer of Health that the place was unfit for him to live in. I took the notice to Sir Watkin's agent, and the latter told me that I might either build myself or give up the place. As I could not get any buildings, I gave notice to quit, as I thought this might lead to something being done.

"Sir Watkin and his agent at last allowed me what they thought would cover half the cost of building a house, and I had to complete the building at my own expense, leaving the out-buildings as they were.

"The poorness and scarcity of buildings is a common complaint. Instead of repairing buildings, landlords are too ready to consolidate farms; they allow labourers' cottages to fall into ruins, with the result that labourers remove to the villages and towns. In this way the

Chairman—continued.

rural districts are being rapidly depopulated. Thus, in Cwm Cynllwyd, where I live, there were 30 or 40 years ago double the number of families which live there now. In my opinion the chief grievances of the tenant farmer are the high rents and the insecurity of tenure. During the last 10 years, especially, the heavy demands upon the purse of the tenant, coupled with the fact that agricultural produce has fallen 50 per cent., have greatly oppressed the farmer. In a large number of instances the landlords have made large reductions, but in other cases no reductions at all or inadequate reductions have been given.

"Owing to the fact that the tenancy is so insecure, farmers will not do what they otherwise would with their land, and in many instances they are not in a position to spend money. Their children have to do a large part of the work without pay; and in some instances I know of farmers' children who have gone away to work and who send home a portion of their wages to pay the rent."

As to the buildings, Sir Watkin did not give me half the cost of building. He was not responsible for half the cost, but he gave what he thought would amount to about half the cost.

Mr. *Brynmor Jones.*

7200. I would like to ask you a question about these farms being held under a will in trust for certain charitable objects. Will you just explain; Sir Watkin appears to me from your statement to have been simply a trustee in this case?—Yes.

7201. He did not keep the rent for his own benefit?—No.

7202. What was the nature of the charity. What were the proceeds devoted to?—Towards the support of the poor in the parish of Llanuwchllyn.

7203. Was it an ancient charity or a modern charity?—It was pretty old. I cannot say for certain how old.

7204. Has that been dealt with by the Charity Commissioners at all. Has there been any new scheme lately?—I do not know.

7205. You have no complaint to make as to the use of the funds produced from the estate?—I have no complaint whatsoever.

7206. Did you say that there were no buildings at all at the time that you first knew these lands?—I said that they were not worthy of the name of buildings

7207. That means that they were very much out of repair, I suppose, and very insufficient?—

Mr. *Brynmor Jones*—continued.

Yes, the rent was too high for the tenant to do the repairs.

7208. Both the farms that you held were charity lands then?—Yes.

7209. What was the total extent?—One was 24 acres and the other 29 acres.

7210. What were the rents that you paid in respect of these?—25*l.* This is very high land—upland—at the foot of the Aran mountain.

Mr. *Richard Jones.*

7211. I have one question. You say you live on an upland farm?—Yes.

7212. What are the special grievances of the upland farmers?—That the rents are too high now.

7213. Is there anything else?—The grievances about the buildings on many a mountain.

7214. Not sufficient buildings to shelter the stock?—Yes.

7215. Have you any complaint to make as to the seasons. Have the seasons affected upland farmers in recent years more than they used to?—I believe the seasons have affected them, because our chief market is for sheep and cattle.

7216. The winters of two and three years ago were very severe. Were there any losses of sheep during those seasons?—We lost half the sheep one year.

7217. So that, in addition to high rents, you have to fight against severe seasons?—Yes.

7218. Do you cultivate your farm at all?—Yes.

7219. What is your method of cultivation. When you plough a field what crop do you sow?—Oats.

7220. What after the oats?—I do not think there is much besides oats.

7221. Do you not rise any roots?—We put seeds in with the corn.

7222. Do you not plant potatoes and rise roots?—Yes, potatoes.

7223. When do you plant those?—About the month of April.

7224. I want to know the rotation of the crops?—The second crop.

7225. They come after oats then?—Yes.

7226. And then after roots?—I sow seeds then.

7227. Then you have a crop of corn. Would you sow the seed with it?—Yes, all at the same time.

7228. What corn is it?—Barley and oats.

Mr. *Richard Jones.*

That is what I wanted to know.

The witness withdrew.

EDWARD EDWARDS called and examined through an interpreter.

Chairman.

7229. Mr. Edward Edwards, you are a farm labourer, living at Maes-y-fallen, Hirnant, Bala?—Yes.

[*The following statement, being the evidence-in-chief of the witness, was read out in English by the interpreter, after it had been previously acknowledged by the witness on being translated into Welsh.*]

Evidence as to condition of agricultural labourers in parishes of Llanfor and Llanycil.

Llanycil Parish.

"At the present time farm labourers living at their own homes in the parish of Llanycil get 11*s.* a week and their food, with an additional sum of 9*s.* in harvest time, *i.e.*, for four or six weeks. This year, however, the addition was only 7*s.* or 8*s.*

"Single men generally hired for 12 months, May to May. Their wages are from 20*l.* to 26*l.* They work as a rule 13 or 14 hours a day. There is a good deal of 'give and take' on the part of the master and servant as to time. When the servant wants a day off he can usually get it without losing any part of his wages, and on wet days servants are allowed to do something indoors or sometimes are left without work. On this account they will work sometimes 15 or 16 hours in return.

"I have never heard any complaint in the parish of Llanycil as to the sleeping accommodation of servant men. It is generally in an outbuilding, but the men themselves prefer this.

"The number of farm servants in the parish of Llanycil is much smaller than it used to be. A large number of labourers' cottages on farms have fallen into ruins, so that the married men have to live in the villages, where some of the houses are very unsuitable. The rent they pay is from 2*l.* to 3*l.*

"Llanfor Parish.

"Wages much the same as in Llanycil parish. Fully 40 workmen's cottages in that parish have fallen into ruins within the last 50 years. The present houses are generally in the villages.

"I have heard several complaints from Llanfor parish that masters are very exacting with their men, making them work long hours without any equivalent.

"On one farm married men, who live on their food, get 16*s.* a week, and a gratuity of 1*l.* at the end of the harvest.

"One may say that farm labourers in this parish get the same wages as men employed on the railway and on the high road, but the hours of work are respectively 13, 11½, and 11.

"Great complaints are made by workmen as to the rents they have to pay in Bala. Many have to pay 5*l.* to 7*l.* in addition to the water rate.

Chairman—continued.

"Labourers with large families have great difficulty to make both ends meet, and it is absolutely impossible to put money by for cases of illness, &c. When sickness comes they have often either to fall on the parish, or, if they managed to save a little money before their marriage they have to spend this. I could mention cases where labourers' wives have lost their health owing to the severe struggle to find sufficient food and clothing for their family.

"Another thing which makes the lot of the married farm labourer a hard one, is the fact that employment is very uncertain. He may get work for several weeks running at a busy time, but at other times he may be without work for a month or more.

"About 50 or 60 years ago the wages of a labourer without food were 9*s.* a week, with food 6*s.* a week.

"Single men generally hired by the year for 12*l.* or 13*l.*; servant girls from 3*l.* 10*s.* to 5*l.*

"At that time married men generally lived in a cottage somewhere on the farm, for which they paid 1*l.* or 1*l.* 10*s.* rent, and they almost lived on the master's food. They were also allowed to have a stock of peat sufficient to last the year, and the master lent his horse to carry the same home. In return for this the labourer's wife and children assisted at harvest time. The master also allowed the labourer to plant two hobbets of potatoes in his potato field, the master supplying the manure. When the potatoes were raised the master took half and the workmen half. At that time this would mean a sufficient quantity of potatoes to supply the family with half their food for the year. Tea and sugar were unknown luxuries to labourers, but they generally got sufficient butter milk for nothing. Labourers' children went barefooted in summer, and wore wooden clogs in winter. When they were seven or eight years old they were often employed to look after the farmer's animals, and received their food in return. It was quite a common thing for them to go to service when they were nine years old."

7230. Are the cottages supplied with good gardens in this county?—There are very few labourers' cottages in the county, but there are gardens with the existing farm labourers' cottages.

7231. Is it possible for a farm labourer to get a small piece of ground, say a quarter of an acre, to cultivate for his own particular use at a low rent?—Indeed I am not able to answer that, because I do not know of any one who has applied or who has tried to get such a plot and been refused, or tried and failed.

7232. Do you think it would be an advantage to the farm labourer to have a small piece of ground?—Yes, it would be a very great advantage.

7233. But it is unknown in this part of the world?—Most of these houses where they keep a cow have fallen into ruin, and there are very few of them now.

Lord *Kenyon.*

7234. Do you know whether the Merionethshire County Council have taken up the Allotments Acts?—I do not know.

Lord *Kenyon.*

7235. Perhaps Mr. Thomas Jones can tell us?

Mr. *Thomas Jones.* No, they have not.

7236. Is there any demand for anything of that sort in this neighbourhood?—Yes, there is some demand, but still I cannot say there is a great demand for it, because it is so hard to get it; it appears to be such an impossible thing.

7237. Is the condition of the agricultural labourers better or worse than it was 30 years ago?—I do not think there is very much difference now to what there was 30 years, or at any rate 25 years ago.

7238. Wages are higher, I think you said in your evidence?—No, I do not think I said that wages are higher now than 30 years ago.

7239. I beg pardon, it was 50 years ago?—I say so with regard to 50 years ago.

7240. Is that within your recollection?—Yes, that is within my recollection; I recollect as a boy it was more.

7241. Would you say that the condition of the labourers has improved in the last 50 years?—Yes, I do.

7242. And food is cheaper?—Yes, it is.

7243. How do you account for it that the labourers are moving from the country and going into the towns?—One reason at any rate is that the hours with us in Wales are so long, starting at six o'clock, formerly five o'clock.

7244. Would that give the labourer any time to work on a small allotment, if he had any?—No, it would not.

7245. His chief complaint is that the hours are too long?—Yes, that is the chief grievance.

Mr. *Brynmor Jones.*

7246. You described yourself as a farm labourer, did you not?—Yes.

7247. Are you working as a farm labourer now, from week to week?—Yes.

7248. What is your age, may I ask?—Fifty-three.

7249. What wages do you get now?—I get 1*l.* a week for six weeks and 8*s.* for the rest.

7250. During what portion of the year do you say you get 1*l.* a week?—At harvest time.

7251. But taking the year through you get 8*s.* a week?—I cannot say what I would get in the winter.

7252. Taking the last two or three years, have you been regularly employed on the same farm?—No, it is last May I went to the farm where I am now.

7253. Are you a married man?—No.

7254. When you are working in a particular farm now, are you one of those who live in a cottage on the farm, or do you lodge in a town, or village, or what?—I live in the house with them, as a servant.

Mr. *Brynmor Jones*—continued.

7255. In your evidence you drew a distinction between the labourers who lived upon cottages on the farms, and labourers who worked on the farm but lived in a cottage in the village or in a town?—Yes.

7256. You know a good many of the former class, I dare say?—I have known of some, but there are very few now.

7257. How many rooms were there in the cottages on the farm generally?—Sometimes two, sometimes three.

7258. What kind of cottages, as a rule, are there to be had in the villages?—They vary; there are some houses pretty good, and others suitable.

7259. You mean others just comfortable?—Comfortable enough, but they vary as I told you. Some are pretty decent and others are only just efficient.

7260. Then, as I understand, there is no complaint as to the general condition of the cottages in the villages?—There is room for improvement even with those.

7261. Are there many four-roomed cottages in the ordinary villages?—I do not know of any.

7262. You said in your evidence that the married men had to live in the villages where some of the houses are very unsuitable. What did you mean by that; that is a general phrase?—Well, that is very easy to be seen; when a man works four miles away and lives at Bala it is inconvenient.

7263. Then, as I understand you, you think it does add to the hardship of the labourer's lot that he should not be able to get a dwelling-house within a reasonable distance of the place where he has to work. Is that what you mean?—Yes, I say so.

7264. Putting aside that inconvenience, putting aside the distance, is there any general complaint about the condition of the cottages in the villages?—The chief grievance is that the rent is very high.

7265. That is exactly what I was coming to. Do the labourers complain to you that there are not fit and comfortable houses to be had in the villages, or do they complain that the rent is too high?—The chief grievance of the labourers living at Bala is that the rent is too high, and the chief grievance of those living in the villages is that the houses are in a bad condition.

7266. First, taking the houses in Bala, what rent does a farm labourer have to pay for a fairly decent house in Bala?—From 4*l.* to 8*l.*

7267. Take the 4*l.* house. How many rooms would there be in that, as a rule?—As a rule a room downstairs and a room upstairs, and a little back kitchen; sometimes two rooms upstairs.

7268. Is there any garden to that house; I am now talking of the Bala house?—Yes, as to some.

7269. And the rent of the houses in the villages is rather less, I suppose is it not?—Yes.

Mr. *Brynmor Jones*—continued.

7270. Now, with regard to the ordinary food. You have given some general evidence about it and I should like to know what are the ordinary meals of the farm labourer. The farm labourer I am asking you about is the farm labourer who goes to work on the farm from the villages or from Bala?—The farm labourer who lives on his own finding?

7271. Yes. I am thinking of the man who lives, we will say, in a village near the lake there, and who leaves Bala and goes every day to some farm in the neighbourhood. What food does he generally get, what meals?—I do not know, indeed.

7272. What do you get yourself; you know that, I suppose?—I live on the farmer's food.

7273. Very well. What do you get from the farmers?—Do you wish to know the whole, everything?

7274. I hope you get a variety, but I should like to know what your breakfast is?—Well, it is sometimes shot. It is bread and buttermilk, or bread and milk.

7275. Do you get tea or coffee for breakfast?—Yes.

7276. Do you get any meat of any kind?—For dinner.

7277. Not for breakfast?—No.

7278. What meat do you get for dinner?—Sometimes bacon, sometimes beef. Where I am now we sometimes get mutton.

7279. When is it that you do get the mutton?—Harvest time.

7280. Take one week with another throughout the year, how many times do you get meat—other than bacon, I mean?—Not often, except on Sunday. When they kill cows the beef is salted and we get that occasionally with the bacon.

7281. I think you know the district of Bala and the parish of Llanycil. That you know best, is it not?—I know something about the five parishes in this neighbourhood.

7282. Do the labourers among themselves, and for the general purposes of life, use Welsh or English?—Welsh always.

7283. Do you find during the time that you have known this district that any English labourers have been coming here, or Irish labourers?—I have often seen one.

Mr. *J. M. Griffiths.*

7284. You said just now that servants prefer sleeping out. What is the reason?—So that they need not disturb their masters and mistresses, and so that they may go to bed at any time they like.

7285. Is not the real reason because they like to ramble about in the country lanes?—I do not deny that.

7286. Do you consider that men on a farm work as hard as men on a railway?—Yes.

7287. Are they paid as well?—I cannot say.

7288. What age men are generally employed on farms?—From 12 to 60 years of age.

7289 Are there many middle-aged men?—Yes, in some parts.

Mr. *J. M. Griffiths*—continued.

7290. Do labourers raise sufficient potatoes on the farm lands for the use of their families?—I do not know how that is because they do not live on their master's land now, so I cannot say how far that is so now, but it used to be.

7291. Are they allowed to plant sufficient?—I know that they are allowed to plant potatoes, but whether they are allowed to plant sufficient potatoes I cannot say.

7292. The reason I ask is that we have been told that no further land was required; that they had already quite sufficient?—There are no gardens to raise potatoes here to be compared in Shropshire.

7293. When you were a boy what wages did the labourers receive?—Waggoners' wages were 10*l.* a year, and the wages of the servants, the married labourers, 5*s.* a week and their food.

Mr. *Richard Jones.*

7294. Is there any demand for small farms; farms that are just large enough to keep a cow?—Yes, I believe you could readily let a thousand of them in this country before Saturday.

7295. Which do labourers prefer, a place to keep a cow, or a cottage with about a quarter of an acre attached to it?—A place where to keep a cow would be much better for them than a quarter of an acre of land.

7296. Could men in small farms of that acreage find employment in the immediate neighbourhood of the different farms?—Yes, they could, and they could work along the railways and on the high road as well. I know of some working on the railway now and keeping a cow.

7297. Is there any demand for skilled labours in your neighbourhood; for men who are able to thatch or shear or drain?—There is some demand at shearing time, but that is only for a few days or a week in the whole year.

7298. Is there much drainage done?—There is not much drainage done.

7299. Is there any migration of farm labourers from this neighbourhood to adjoining counties during harvest time?—They come here from the mines, and so on, at the hay harvest times, and then, again, when the corn harvest is on, going to Cheshire and Shropshire and Denbighshire.

7300. Is there as much labour employed on the farms now as there used to be?—No.

7301. What is the consequence to the farm?—It is not necessary that they should keep as many men owing to there being so many machines, and farmers cannot afford to keep so many servants.

7302. And the consequence is that the farms are not so neatly kept as they used to be?—No, they are not.

7303. Are the ditches and the watercourses kept open?—Very few keep their ditches open.

7304. You have not told us what you get to drink during harvest?—I can speak for myself, if that will do.

Mr. *Richard Jones*—continued.

7305. Yes?—Water and oatmeal.

7306. Is it that which is used generally at the farms?—Yes, it is pretty general now.

7307. And the men are perfectly satisfied with it?—They prefer it to anything.

Mr. *Seebohm.*

7308. When Mr. Brynmor Jones asked you about your wages you stated that during harvest they were 1*l.* a week, and at other times of the year 8*s.* a week. You meant, did you not, with food and lodging in addition?—The average wage for the harvest is 18*s.* a week, not 1*l.*

7309. I only want to be quite clear that you understood what you said. You said you were getting 1*l.* a week during six weeks of the year, and at other times 8*s.* a week. I want to know whether that was with the labourer finding his own food, or while he was getting his own food at the farm house?—Yes, I got 1*l.* a week during the harvest and my food as well. It is the bargain that I made with them. That was last May.

Professor *Rhŷs.*

7310. In speaking about cottages, I want to know whether you think that if there were better cottages the labourers would remain in the country more than they do now?—Certainly, if they had a good cottage and some land with it, it would be very easy to let it.

7311. That is not exactly what I was driving at. Do you think that the poor nature of the cottages, or the lack of them, is one of the principal causes driving the labourers from the country to the town?—That is the reason—that the houses fall into ruin and the landlords will not repair them and so the labourers leave.

Chairman.

7312. There is a question by Mr. Vincent: "Do you know that the county council has "appointed a committee to administer the "Allotments Act, and that no application has "been made to that Committee?"—I do not know.

Mr. *Brynmor Jones.*

7313. One question on that. You have not read the Allotments Act, I presume?—No, I have not.

Mr. *Brynmor Jones*—continued.

Mr. *Vincent*: I am instructed that the county council have appointed a committee to deal with it.

Mr. *Brynmor Jones.*

But the witness does not understand the question at all.

Mr. *Richard Jones.*

May I ask if the county council have done anything more than appoint a committee. Have they issued any notices?

Mr. *Vincent*: That I do not know.

Mr. *Brynmor Jones.*

It is under the Small Holdings Act, I think, that the Committee has been appointed—that is a totally different thing from a committee under the Allotment Act.

Chairman.

7314. There is another question handed up by Mr. Vincent: "If landlords were prepared "to build new cottages do you think the "labourers would pay them rent equivalent to "6 per cent. on their expenditure, if not, is it "reasonable to complain of the absence of "cottages?"—Yes, if they were built, and a place provided for keeping a cow, the labourers would be content to pay for them.

7315. This is a question suggested by Mr. Llewellyn Jones: Do you wish to make any remark about the state of the mountains with regard to the heather not being burnt?—Yes, I say that the farmers suffer great wrong in consequence because they are not allowed to burn the heather.

7316. Where are you speaking of?—I speak of this neighbourhood here—of this district.

Professor *Rhŷs.*

7317. You have heard of the Agricultural Holdings Act and the Allotments Act. Have you ever seen any of them?—No; I could read them if they were in Welsh.

7318. Would any of the labourers or people of that class read them if they had them in Welsh?—Yes, they would.

7319. Are they not printed in the newspapers sometimes?—Perhaps they are, but I have not read them in the papers.

Re-examined, 16,678.

The witness withdrew.

Mr. *Brynmor Jones.*

With reference to the question of allotments it may be expedient to mention that the notion which is suggested by the question that the county council have the initiative about allotments is a mistaken notion. It is, "Any six "registered parliamentary electors or ratepayers "resident, in the case of an urban district in

Mr. *Brynmor Jones*—continued.

"that district, in the case of a rural district in "some parish in that district" are to have the initiative; and the six persons may make a representation to the sanitary authority of the district, then it ultimately may come before the county council for them to make a provisional order.

Mr. Owen Slaney Wynne called and examined.

Chairman.

See 6815, 7677.

7320. I believe you wish to make a statement with respect to the evidence that we heard this morning of Mr. Ivan Davies with regard to commons?—I do.

7321. Will you tell us what you wish to say on that head?—What I wanted to state was as to the enclosure which Mr. Davies referred to on the Garneddwen. I may have misunderstood Mr. Davies as to the enclosure, and as to the time he suggests it was made. I think that the enclosure he refers to was made when I was agent for the late Sir Watkin Williams Wynn, and that would be something like 16 or 17 years ago. I do not consider that the Garneddwen ever was a common — quâ common — as we generally understand a common. The several farmers and occupiers of land in the vicinity of the Garneddwen had a right of turning out so many animals upon it, what we generally call in Wales a joint common; but that it was a common as we ordinarily understand a village common I entirely deny. Sixteen or 17 years ago the Garneddwen was open to the high road leading from here to Dolgelly, and all the tenants' animals could stray along the road as far as ever they liked. I suggested, I think, or rather Mr. John Williams, Sir Watkin's local agent at that time, suggested to me that it would be a good thing, not only for the estate, but for the tenants occupying land adjoining this common, if the road was fenced out and the common was allotted to the several occupiers having animals upon it. I called a meeting of these occupiers together. We all met upon the road in question. I remember it very well, and I told them that I would undertake to fence the road at Sir Watkin's expense, and, so far as I remember, that they should have the land which was to be allotted to them without paying any rent for it till three years afterwards, and that then we would consider the question of rent, and to each of these small occupiers adjoining this common we allotted certain portions of the common, and thereby added to their holdings. That is the statement I have to make. In those days, as everybody knows, the small occupiers had to pay the poor rate, which the landlord has to pay now. That is one reason why a small addition was made to their rents, and in addition to that they had a little more land than they had before, and the rents were readjusted, and I believe they hold still at those rents, which were extremely moderate. Again, as to the buildings on Garneddwen, most of the buildings in those days were very poor. In these days there are exceedingly good labourers' cottages at Garneddwen. They were all rebuilt by Sir Watkin, and there is one house mentioned, that of William Edwards, which Sir Watkin rebuilt, I think. I believe, all those small cottages on the Garneddwen estate were rebuilt at the expense of the landlord. I do not think myself that it was any part of a manor. There is the manor of Penllyn, which is a Crown Manor, and there is another manor of Sir Watkin's own, called Fridd Helig y Moch. It is not part of the manor of Fridd Helig y Moch, for 60 years ago this land did not belong to Sir Watkin at all. Therefore, I do not see why the late Sir Watkin should be in any way blamed for having so treated the occupiers of it at that time. I think Mr. Davies referred to the enclosures as having been made about 60 years ago, and I should like to say that the late Sir Watkin Williams Wynn was not the owner of the estate 60 years ago, because he was only born in 1820, and only came into possession in 1841, and if we go back to 60 years from the present time it brings us to 1833. I do not think Mr. John Williams' father was agent at that time. I think he became agent a short time afterwards. So far as I remember, Mr. Davies said this morning that Mr. John Williams' father told one of the cottagers, John Davies, that he could not live in future rent free, and that he would have to pay 1*s.*, or something of that sort. If they were living rent free, I have no doubt they are what somebody referred to as squatters—and the cottage a caban un nos—and that they legally had no right there at all. It might have been part of the Crown manor of Penllyn. That I do not know, but I can say this, that it was not Sir Watkin's property a great many years ago. I cannot say now when it was bought, but I believe that it was bought by the late Sir Watkin's father from Lord Vivian's trustees. Therefore, until about that time, it was not Sir Watkin's property at all.

Chairman—continued.

See

7322. I think this is what you refer to, "About 1838, John Davies, now living at Bryn "Glas, built a house and cow shed, and enclosed "an acre or so surrounding it. For many years "he paid no rent; subsequently John Williams, "the then agent of Sir Watkin Williams Wynn, "ordered him to pay 2*s.* 6*d.* a year." I think that is the point?—Yes. I do not think, my Lord, that Mr. John Williams' father was agent at that time. Certainly the late Sir Watkin was not in possession.

7323. He does not say that. He says, "For "many years he paid no rent; subsequently "Mr. John Williams, the then agent of Sir "Watkin Williams Wynn, ordered him to pay "2*s.* 6*d.* a year." I think that quite corroborates what you have said. He lived there for many years without paying rent, and then was ordered to pay it?—What I wished to point out was that I cannot see there was any harm done, but rather the contrary, by enclosing this land which Mr. Davies refers to. I can remember the time very well, and I can remember calling the tenants together, and they seemed not only satisfied but pleased. Then there is one other case which I should like just to refer

Chairman—continued.

to, which was the case of Thomas Rowlands, who lived at Hafodyrhaidd. Thomas Rowlands, so far as I can remember now — but I cannot pretend to remember all the things connected with so large an estate, particularly as it is several years now since I had anything to do with the management of it — was living at Hafodyrhaidd when I was there in 1872. I know Hafodyrhaidd was a very wretched house, and I remember going to see it, and I asked for an explanation on the subject. The explanation I received was that old Rowlands had elected to live in this house after he had been offered another house, and that he would not go. The estate decided that as there were several other small holdings close to Hafodyrhaidd, it should not be rebuilt, and I can say to my own knowledge that Rowlands was offered another little farm, which would be rebuilt and repaired, and which probably has been rebuilt since. But he would not go out of Hafodyrhaidd, and he consequently made a grievance of living there. It was in a very bad state of repair, and to rebuild the house and buildings, I should say for that small occupation, would cost a sum of 450*l.* or 500*l.* We offered him another farm, but he would not go, and he elected to live for the rest of his days at Hafodyrhaidd, which I may say myself was a very poor place. But he made a grievance of it, and he would not go out and we did not like to turn him out. I would just add that there were some tenants on the estate, and I daresay are still on that and different estates, whom it is very difficult indeed to convince that the places are bad, and that they are going to have a new house built for them. I remember one instance very well, a little distance from Hafodyrhaidd, of one particular tenant, and the place was not fit for occupation, and we said that we were going to rebuild it, and that he must manage as best he could meanwhile, and he really almost prayed me not to do so. I can name the man and the place also. I remember also, a mile and a half off, building a small house for a tenant, and for ever so long afterwards we could not get him to go out of the old house into the new one. I remember a particular instance of building a new house in the parish of Trawsfynydd which is the adjoining parish again, and the man did not go into the new house, but died in the old one I am merely quoting these cases to show how hard it is at times to get a tenant to go out of a house in which he has lived for a number of years, although it is in a very bad state of repair. I do not know that I have anything much to add, I am quite ready to answer any questions that may be asked me. There was something said about Sir Watkin having bought up all the proprietor farmers in the parish of Llanwchllyn. I can go back a good many years now, but I cannot remember a single instance of a proprietor farmer having sold his farm to Sir Watkin. It is said that there are absentee

Chairman—continued.

landlords, but Sir Watkin always has resided there a good deal, and resides there I think now six weeks in every year, and he is continually running up and down. Mr. Price, of Rhiwlas, lives in the adjoining parish, and I do not think any landlord can be expected to live in every parish in which he has property. Sir Watkin has property in something like 60 parishes, and if he had a house in every parish it would be expensive. As regards clearing out hedges and ditches, it was suggested by one gentleman just now that the absence of labourers was a reason why the hedges and ditches were not cleared out. I do not agree to that. Very few farmers in the country properly attend to their hedges and ditches. Now and again you come across a man who is tidy and clean, and cleans his hedges and ditches very well, but as a rule, I must say, although the agreement provides for a tenant attending to his hedges and ditches, they attend to them very badly. Again, as to labourers keeping cows, reverting to the Garneddwen case, almost all these small holdings in the Garneddwen are essentially labourers' holdings. They are little holdings of 2*l.*, 3*l.*, 5*l.*, and 6*l.* or 7*l.* a year, and they are occupied by labourers who work either on the farms or elsewhere, and from my knowledge of Wales, and of the parish of Llanuwchllyn, I may say there are a large number of these small holdings, and it is a great mistake to say that there are not cottages, and good cottages too, to be got, and more than enough land to keep a cow. I can quote many instances of them in the parish of Llanuwchllyn, and in many more parishes. It was suggested by Mr. Davies and Mr. Jones that the late Sir Watkin was very unapproachable. If there was ever anybody who was approachable by his tenants and all those who had charge of his estates, it was the late Sir Watkin Williams Wynn, because he always paid great attention to what was going on on his estate, and knew everything that was going on, and if anyone had a grievance, they used to come to see him and explain their story. So that it is quite a mistake to suppose that he was unapproachable. Somebody suggested just now that he had refused a site for a chapel in Llanuwchllyn. I do not quite remember the reasons for it. It was in 1871, I think, before I was agent, but I can say this, and I am quite sure I can be borne out by the Calvinistic Methodist body in Wales, that the late Sir Watkin sold, or agreed to sell, and there were actually sold by Sir Watkin to the Calvinistic Methodist body, the sites of the whole of their chapels and the houses adjoining, and the gardens with them on the Wynnstay estates, for a mere trifling consideration. I made out the sum that was to be paid, and after I found there was one chapel which I had left out, Sir Watkin said, "You "need not charge anything for that," and the whole property was sold to them for a very

Chairman—continued.

small sum. I have in my possession at the present moment, or it is at Wynnstay, a letter from Mr. Edward Davies, of Llandinam, who came to see me on the subject, thanking Sir Watkin for the very liberal and courteous way in which they had been dealt with. I do not know that I have anything more to say at present. I shall, I hope, give evidence in chief at Dolgelly the day after to-morrow, but I wished just to say these few words to explain what was said this morning, and out of respect to the memory of Sir Watkin, who was always the best friend to his tenants, and one of the kindest possible friends to me.

7324. There is a question put by Mr. Llewellyn Jones. "Was not the farm which "was offered to Rowlands the same farm as "that on which a young man and his sister "became insolvent, and where the rent was this "year reduced from 28*l.* to 18*l.* 10*s.*" ?—I cannot say. The farm that was offered to Rowlands was a farm called Llety Crippil. It was a very nice little farm; whether the rent has been reduced since I cannot say. At the time it was offered to Rowlands I am sure it was worth the money; whether it is worth it now or not, I cannot say; but at the time it was offered to him, which is something like 10 or 12 years ago, I am sure it was quite worth that rent.

7325. There is another question. Did you, yourself, see Thomas Rowlands, or is your knowledge of the matter derived from other persons ?—I have seen Thomas Rowlands several times.

7326. Do you know anything as to the circumstances under which these houses were originally built on the common ?—No, I cannot say that.

7327. You have no knowledge of the instances given ?—I have none at all. I remember them 40 years ago. In those days they were very poor little houses; I can say that. I cannot say how they were built.

7328. Your memory does not go back ?—No.

Mr. *Seebohm.*

7329. May I ask you one or two questions upon this point, of the common land. Is it a question which is likely to come up in the future ? Is there a large amount of common land, or mountain land, on which these squatters are gradually encroaching, or is it a thing that is dead and gone in the past ?—Oh, it is dead and gone, quite.

7330. With regard to what you said that you thought probably it was a Crown manor ?—I say it might have belonged to a Crown manor.

7331. And if it did not belong to the manor of Sir Watkin Williams Wynn, it probably did belong to the Manor of Penllyn ?—Possibly.

7332. I do not quite see in that case, how the rents upon that land, which is practically Crown land, came into the rent-roll of the estate ?—Well Sir Watkin, as I said before, bought all that property from Lord Vivian. It might have been sold to Lord Vivian previously by the Crown, that I cannot say; but Sir Watkin bought from Lord Vivian.

Mr. *Seebohm*—continued.

7333. Was it not land on which there were rights of pasture ?—Oh yes. I cannot say what it was when Sir Watkin bought it. Sir Watkin bought it, I believe, many years ago from Lord Vivian.

7334. But up to even your own time it was remembered as common land in the sense that there were rights of pasture over it ?—No; I never heard it called "common land."

7335. But it would be common land, would it not, if several people had rights of pasturage over it ?—There were small farms with rights of pasturage over it.

7336. Those small farmers generally have rights of pasture over the mountain ?—They have what we call here a joint right—a right to turn so many sheep or so many cattle on this common, if you like to call it "common."

7337. I do not quite see how, if it belonged to the Crown manor, the freehold of that did not belong to the Crown ?—I do not know that it did belong to the Crown manor. That is only what I am trying to explain, because I do not know it ever did. All I can say for certain is that Sir Watkin bought it; he bought it from Lord Vivian or Lord Vivian's trustees.

7338. Do you know whether there has been a considerable number on the Crown estates of the same kind of encroachments ?—There have been on all the manors in the country in the old days; there always has been a great tendency to encroach.

7339. How have the Crown dealt with that class of squatter ?—They generally exact some little rent from them in some way or another, either 6*d.* or 1*s.*, or something of the sort.

7340. Therefore, what has gone on in your estate is not very different from what has gone on on the Crown estate ?—Very probably that may be so.

7341. But you have no knowledge of it ?—I have no knowledge of it.

Mr. *Richard Jones.*

7342. With respect to the case of Thomas Rowlands, you say he was unwilling for you to erect a new house ?—No, I did not say that. I said we were unwilling to erect a new house—the estate was—whilst there were three or four other small places close to it, and it was not worth the expense of re-building. The cost of re-building, I think I said before, would be something between 300*l.* or 400*l.* We said to him "We cannot go to the expense of re-building at Hafodyrhaidd, but if you like there is another farm you can have."

7343. We may take it as a case of consolidation ?—Well, you may.

7344. Were there many instances of that kind occurring on Sir Watkin's estate during your agency ?—No, very few. I daresay there might be, perhaps, I cannot recall them now,

Mr. *Richard Jones*—continued.

but there might have been half-a-dozen. I do not think more, certainly.

7345. You say that the late Sir Watkin was approachable, and that he took great interest in his estates. Do you think that he knew of these evictions that you have referred to, which took place in the year 1859?—I cannot say. I cannot say anything about those evictions, or reputed evictions, because I cannot remember them at all.

7346. When did you become agent of the estate?—In 1872.

7347. Mr. Davies referred to a case of Dorothy Jones, who was evicted from a farm, and a churchman installed in her place. Do you know anything of that case?—In 1859?

7348. No, this was in 1874?—No, I do not know anything of it. I am quite sure there was never such a thing occurred, because there was no eviction on Sir Watkin's property. I never had an eviction on Sir Watkin's property in my time. Such a thing was never known.

7349. I suppose Dorothy Jones left the farm in 1874?—I do not know what farm it was. I think he meant 1859.

Chairman.

I think this is David Jones, 1879.

Mr. *Richard Jones.*

7350. He came in as the new tenant. Dorothy Jones left the farm, Wern Ddu. Do you know the farm?—Yes, I know the farm.

3307. 7351. Did the tenant Dorothy Jones leave in the year 1874?—I cannot remember.

7352. It was during your agency?—Yes, it was. It must have been, if it was 1874.

7353. You have no recollection of anything?—Not the slightest. It would be very hard for me to remember all the tenants who have left on such a large estate. There are something like 1,400 to 1,500 tenants on the estate. It would be impossible for me even then to remember them all, particularly after the lapse of time; 1874 is 19 years ago.

7354. Will you refer to your documents and make a statement at Dolgelly with reference to this case?—I will try if I can find out about it. I do not know whether Mr. John Williams, the local agent, who was here to-day may remember about it better than I should, but I will endeavour to find out about it and let you know t Dolgelly.

Mr. *Griffiths.*

7355. Were you agent when the rents of these small places were advanced so many times?—The places at Garneddwen?

7356. Yes?—Yes, I think so.

7357. On what ground was that?—As I said before, first of all that we had to put the Poor Rate on the rent, and, secondly, that they were allotted a good deal more land. They were

Mr. *Griffiths*—continued.

very small amounts. I think many of these, even now, are only 2*l.* or 3*l* a year, including the cow holding too.

7358. But they were advanced repeatedly, so often?—It was never advanced in my time after that one advance that I remember.

Mr. *Brynmor Jones.*

7359. Do I understand that during the whole time that you were chief agent on this estate no notice to quit was ever given to a tenant?—Oh dear me, no; I said no eviction.

7360. What do you call an eviction?—That is a very different thing.

7361. What do you call an eviction?—I call an eviction turning a man out of his holding neck and crop.

7362. That is to say, you only apply the term "eviction" where a man resists the execution of the law?—Yes, resists the execution of the law.

7363. Then you are not in a position to contradict the evidence Mr. Davies gave as to the actual facts, never mind his inferences?—The actual facts of what?

7364 As to the number of persons who, in 1874, I think it was, had left this estate under notice to quit?—I do not think he mentioned anything about notices to quit in 1874.

7365. The whole evidence was on that basis. Lord Kenyon says there are eight of them?—In 1874?

Lord *Kenyon.*

No, between 1874 and 1882.

Mr. *Brynmor Jones.*

7366. Those are the ones that Mr. Davies picks out?—Very likely that would be notices to quit; I have no doubt that would be so.

7367. You do not call those evictions, simply because those people were law-abiding people, and went in accordance with the notice to quit of their landlord?—I do. I say they had notice to quit for some reason or other.

7368. Quite so, but that does not meet the point Mr. Davies made against you when he used the term "eviction," if he did use it. He meant tenants being sent away by the landlords determining the tenancy?—I did not know he meant that. If he had said "notices to quit" I might have understood him.

7369. Quite so. Now I do not understand this operation of 16 or 17 years ago, about these waste lands. What was the extent of Rhosucha and the other waste bit, Garneddwen? Would you tell me roughly the acreage?—I could not tell you really. It would be a considerable amount, I daresay.

7370. A thousand acres?—Oh dear no.

7371. Five hundred?—I should not think 500 acres, I should think a couple of hundred acres, if it was as much as that.

7372. Whatever it was, this was waste land in the sense that it had not been enclosed, and let to any individual, so far as you know?—Yes,

Mr. *Brynmor Jones*—continued.

it had been let to individuals but had not been enclosed. It was open to these little farms; they used to turn out sheep, or a pony or cow upon it. The whole thing was open to the high road, and these animals used to get on the high road.

7373. But the persons who so turned out the horses and cattle, and so forth on to this piece were tenants of the estate, were they not?—Yes.

7374. And the farms of which they were tenants were all round about this waste bit?—Yes.

7375. That must have been in some manor, must it not. Do you contest that proposition?—Yes, I do. I do not know that it was in any manor, it was merely open to the road; there are a great many other sheep walks and places that are not enclosed.

7376 Do you mean that you had no document of title which would determine whether this was in one manor or the other of which Sir Watkin was lord?—Not that I know of, because this was a good many years before my time.

7377. Then the only thing upon which you acted, in regard to this common, was the fact that the land round about happened to be Sir Watkin's, and these people were depasturing their cattle there, and you assumed you had a right to enclose it?—Yes, I went to all the tenants in Garneddwen, and asked them if they would be willing that it should be enclosed.

7378. But do you not know as a matter of fact that enclosures can only be affected with regard to the waste of the manor, either by what is called approvement, leaving sufficient pasturage, or else by agreement under seal, or else by Act of Parliament?—Yes I know that, but I did not know it was waste of the manor, I thought it was the tenant's.

7379. Did you take the trouble to ask if it was?—I took the trouble to ask the tenants if they were agreeable to have this fenced in, and they were all most agreeable. That is all I can say. It was theirs before, but instead of the tenants turning on two or three cattle and having squabbles as to whose bit of land the cattle were on I asked them to divide it.

7380. I am not saying you were acting in defiance of the tenants. It is a question of legal efficiency, and I want to understand what steps you took to make this a valid proceeding?—Well, it belonged to the tenants before, only they could not agree which bit of land belonged to each person.

7381. Do you agree that they had any freehold interest in it?—No, it belonged, of course, to Sir Watkin, but the tenants held it in this way.

7382 But you did it knowing it belonged to Sir Watkin, that is what I want to know?—He bought it with the estate.

7383. But the estate must have belonged to some manor?—That I do not know. I suppose it belonged to some manor; it might have been in the manor of Penllyn; perhaps it was.

7384. If that is so, if this was part of the waste of a Crown manor, why should Sir Watkin enclose it?—Because he bought it.

7385. If I buy an estate that does not give me a right to enclose except by agreement or act?—Unless you can do it by approvement.

7386. That is what I pointed out before. It can only be done by approvement by the Statute of Merton, or else by agreement under seal, or else by Act of Parliament. I suggest those points, perhaps you will clear it up after thinking it over a little more?—Not at all. I only say it might have belonged to a manor. I do not know anything of that. When I found it out—and I have known it for a good many years now—I found all these people turned out on this land, and they had a right to turn out on it, they each had a little field and then we fenced off the fields.

7387. When you found these encroachers on this land, did you know that they had built these houses at their own expense?—No, I did not. I know that they paid rent.

7388. Not that generation?—No, and I do not know that their forefathers did. I found they were using it with farms paying an agricultural rent. I cannot see the difference of holding a several sheep walk and a joint sheep walk. You may take a joint sheep walk in which perhaps five or six tenants may have the right of turning out five or six sheep each and I might go to the tenants and say "Look here, "you are all squabbling about these sheep, let us "divide this; you each take a part."

7389. Then the principle on which I understand you were administering this estate was that where there was a waste piece of farm of which the tenants might each have a share—a waste piece of property——?—I do not call it "waste." I call it a joint pasture. There are lots of joint sheep walks in this country, where several tenants have a right to turn out their sheep; so many tenants have a right to turn out so many sheep, and it leads to all sorts of squabbles. I think it would be a very good thing to do away with it. I said to each of these tenants "Let us divide it," and it was done; and I know heaps of these joint sheep-walks in the mountains where, if I were to go to those tenants and ask them to divide those joint sheep walks, I know they would consent to it.

7390. Again I suggest that the principle on which you administered the estate was this, that where you found a bit of waste land which the tenants were in the habit of using for pasturage purposes, you always treated it, or thought you had a right to treat it, as purely private?—No, I do not say so at all. I only say that I considered it was joint pasturage, just as I consider any joint sheep walk, and we fenced it for the tenants.

7391. Take it in that way; in the parcels in the agreement do you mean to say that you put

Mr. *Brynmor Jones*—continued.

a bit of this common or waste land or pasturage?—It was in before. So much was in before in the parcels. Then, if I remember right, it was measured up and so much given to each before they were given the pasturage on each of these bits.

7392. After your operation they got a definite portion?—A definite portion.

7393. But before that was the right of pasturage stinted so that each particular farmer was only permitted to send a certain number of cattle, or was he allowed to send as many as he pleased?—No, they turned them all out anyhow.

7394. You think so?—I think so.

7395. It looks to me very much like waste of the manor?—It was not waste of the manor.

7396. It looks so to me. I should like to see a document which shows it?—I cannot see any difference between that and a joint sheep walk on which the tenants turn out altogether.

7397. But it may be that the sheep walk is waste of the manor; that is what Mr. Seebohm was putting to you, and that is what I was putting to you. I want you to show me some document or some fact which shows that your view on the matter is right. Can you do that?—No I cannot; as I say, I do not see that this sheep walk is different from any other sheep walk.

Lord *Kenyon.*

7398. Mr. Davies rather inferred in his notice to quit which I handed down just now, that it was on account of the religious principles which they held?—I cannot remember.

7399. Can you remember any case in which a tenant was turned out on account of his political principles?—No.

7400. Or his religious principles?—No. In the cases I have had to do with I know it was by reason of death or some such cause as that, and I am quite certain it was for no other purpose.

7401. It would not be for religious principles?—No. I know I signed the notice, and I am quite sure I should not sign the notice unless it had been some change by reason of death or something of that sort.

Chairman.

7402. Is not your answer to Mr. Brynmor Jones just now based on the assumption that you acted on the belief that this joint common passed in the conveyance to Lord Vivian's Trustees?—Certainly.

Mr. *Brynmor Jones.*

7403. There, again, if I may venture to say so, that is founded on an erroneous suggestion of law. Supposing that this was part of the manor of Penllyn, the Crown assigns part of it in fee, that does not get rid of the character of the different lands in the parcels so granted?—Well, I answer to the best of my ability, I always considered it, and it has always been considered, as part of Sir Watkin Wynn's property.

Mr. *Brynmor Jones.*

I am quite aware of that. I only asked you if you could find some authority for it.

Chairman.

7404. Mr. Frederick Llewellyn Jones wishes me to ask you when you spoke of "annexing" the common, from whom was it annexed, and by what right?—I do not know that I used the expression.

7405. Was that word used?—"Apportioned."

7406. Then I withdraw that. Then there is another question from the same source. When you say "tenants'" do you mean occupiers of the squatters' cottages or the tenants around the common. I think he means did you look upon the occupiers of the squatters' cottages as tenants?—Certainly they were all tenants, holding as agricultural tenants, although they were small.

7407. Then he asks another question: Did you hear the report read of the unsanitary condition of other houses near Hafod yr Haidd; did you know of their condition and did you take any step to have it remedied?—There were two or three other houses not very far from Hafod yr Haidd which were in a very bad state. I can only say this: for years now Sir Watkin's property has been very much improved, and they are in very fair order; a large amount of money has been spent on them for years. The whole of the property has been improved and a great number of the farm buildings in the parish have been rebuilt or remodelled. There may be, and I dare say there are some few still, which are not in good condition.

7408. Can you mention any cases where notice to quit was given after the death of the old tenant except in the cases mentioned by Mr. Davies?—It was generally given after the death of the tenant. It is necessary.

7409. You gave notice to quit generally?—Yes.

7410. You did give a notice?—Yes, I did give a notice.

7411. Was this the general rule?—Yes.

7412. You invariably gave notice to quit?—Yes, when a death occurred.

7413. If this land was joint pasturage, do you think that the farmers around would have permitted squatters to raise the cottages?—The pasturage?

7414. The pasturage. This is Mr. Jones's question. If this land was "joint pasturage," as it has been said it was, do you think that the farmers around would have permitted the squatters to raise the cottages?—I do not know about the squatters. The squatters were the farmers. Those were the farmers on the land—20 or 30 of them—little small farms.

7415. Who had the right of joint pasturage, the inhabitants or the tenants of the farms?—The tenants of the farms.

7416. The tenants of the farms only?—Yes, the small tenants.

The witness then withdrew.

Re-examined.

Mrs. JANE ROWLANDS called and examined through an interpreter.

Chairman.

See 6832.

7417. Your name is Mrs. Jane Rowlands, and you are the widow of the late Thomas Rowlands. Did you hear the statement of Mr. Davies this morning?—Yes, I told him.

7418. You gave him the particulars?—Yes.

7419. And did he state them correctly?—Yes, and I am prepared to say more, if necessary.

7420 If there is anything more you want to say in supplementing Mr. Davies' statement, we shall be glad to hear you?—He has pretty well stated the facts.

Chairman—continued.

7421. Do you understand English?—No.

7422. Then you would not be able to follow the whole of Mr. Davies' examination, but if you say you supplied him with his facts, we will not trouble you further?—Yes, I supplied him the facts. If anyone says anything to the contrary, I am ready to face them.

Re-examined, 7677.

The witness withdrew.

Mr. JOHN WILLIAMS called and examined.

Chairman.

7423. You heard Mr. Ivan Davies' evidence to-day, and we have asked you to come before the Commission to-night at this late hour to enquire from you whether there is anything you would like to say on that evidence, reserving your own evidence, that you have handed in, for to-morrow, when we propose to ask you to come as the first witness. Is there anything on that evidence of Mr. Davies about these squatters' cottages, or about any of the notices to quit, or anything else that you would like to-night to put before the Commission?—I think I could explain the different cases that were mentioned after 1868. Previous to that, I think I can give no evidence, because I was away from home, and I should not be able to give you much information.

7424. You know all about Thomas Rowlands' case if it was after 1868?—That was after 1868.

7425. You remember that?—Yes.

See 6832.

7426. Have you anything to say on that?—I think Mr. Wynne has given the facts of the case in detail pretty well. It appears that Thomas Rowlands came in the first instance, when his house roof fell down soon after the election of 1868; I cannot exactly recollect when. Thomas Rowlands had been previously told that there was no intention of rebuilding at Hafodyrhaidd. The holdings are very small, and the boundaries very irregular and in many cases just in that immediate spot the buildings and the houses are very bad, and it was thought advisable to consolidate the holdings and straighten the boundaries. It was with that intention that part of the land was taken, as stated by Mr. Davies. I am sorry I was not aware that I was to be asked these questions, or I should have been more prepared to give you particulars. I simply speak now from memory.

See also 7466.

7427. Will you think about the matter between this and to-morrow morning, and if there is any further explanation, we can take it before we come to your personal evidence, particulars of which you have laid before us?—With respect to other places where Churchmen were said to have been put in in preference to Noncomformists, the first case mentioned was that at Bryniau. In that case the preceding tenant was a Churchman, and he retired, and the man who is now tenant was accepted as tenant in

Chairman—continued.

place of him. In another case, Tynrhos, after the death of the tenant the present tenant's wife happened to be the eldest sister, who for the greater portion of her life, and until within a few years of the mother's death, lived at home; the other sister had been away in service at different places and was away until within a short time of the mother's death; she was a maiden woman, the other was a married woman, already residing on the estate, and she was accepted. Then, in the case at Pursau, David Jones was accepted tenant; David Roberts had left and gone to Trawscoed, a larger farm. There were several applications; David Jones, a man working on the estate, was accepted as tenant for this small farm, and is there still. Then there was a case at Cwmonen: Thomas Thomas, the present tenant, is a son-in-law of the late tenant; he had a large family, and was in a very small farm, with a wretched house and buildings; he was removed from one farm to the other. Then, as to the case of Tymawr, it was Mr. Davies' father who lived there. Edward Morris was one of several applicants. He had a son who had lately come from abroad—I think it was Australia—and the son wished to make the old man comfortable in his old age; he found the necessary money, and the father was accepted as tenant. Then Mr. Davies referred to the case of Weirglodd-ddu. There, the late Thomas Davies died: his widow lived there for a little and then she married again; the man she married had a large farm in fact, a larger farm than the one she left; it was either a case of his coming to her farm, or she going to his. There were several farms on the estate with the houses and buildings in bad repair; among others, this man Rowlands lived at a little out-of-the-way place; he had several children; he was getting on in years; he wanted to get nearer to the village. The house he lived in was condemned by the sanitary authority, and he was accepted as tenant of this farm, Weirglodd-ddu. I do not know that there were any other cases mentioned.

7428. There was the case of Robert Roberts?—Robert Roberts lived in Llanuwchllyn. The late tenant had died, or he was old and failing; this man was a ganger on the railway, a respectable man, and married; he wished to have

Chairman—continued.

the land, and he was accepted as being a very suitable tenant, and he has the place still.

7429. Then there was the case of Ellis Thomas, of Llan?—Ellis Thomas was working on the estate, this is a very small place, just large enough to keep a cow. I should add that during that time a great number of farms were given to Nonconformists. Many more were given to Nonconformists than to Churchmen during the time mentioned by Mr. Davies, from 1868 to 1889 or 1890. I have not the particulars here.

Mr. *Brynmor Jones.*

7430. There was one statement that was made by Mr. Jones with respect to 100*l.*?—I am glad to be reminded of that. I have since seen the man, and he is prepared to swear "that in 1886 "he received from me 500*l.* to expend on the "stock of Rhydybod, and that his father owed "me 100*l.* previously; that he gave me notes "of hand for these two amounts of 500*l.* and "100*l.* and nothing further, either then, after-"wards, beyond interest." I will hand that in. You will find there is a mistake in one sentence, as to the first and third person.

Mr. *Brynmor Jones*—continued.

7431. This is a kind of proof that was taken from Mr. Jones?—It was taken not half an hour ago, after the statements made in Court here.

7432. Is he not here now to state that in Court?—He is.

Evan Jones, of Rhydybòd, was called, but did not answer.

The witness withdrew.

Adjourned till the following morning at ten o'clock.

NINTH DAY.

The Shire Hall, Bala, Merionethshire, Wednesday, 13th September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. D. LLEUFER THOMAS, Secretary.

Mr. JOHN WILLIAMS recalled and further examined.

See 6 832. 7426.

Chairman.

7433. Have you finished all you wish to say about what we were on last night, or have you anything further to add?—You asked me with respect to Thomas Rowlands, of Hafod-yr-haidd. I find that in 1865 Rowlands was tenant of Hafod-yr-haidd; the acreage was 27a. 2r. 39p., and the rent 18*l.* In 1878, that is some time after the time spoken of by Mr. Ivan Davies, there were 4a. 2r. 20p., called Rhos Llwyncadi, which was put to Llwyncadi, reducing the acreage to 23a. 0r. 19p., and the rent reduced to 16*l.* As previously explained by Mr. Wynne, and by myself, the house and buildings here were very bad. Thomas Rowlands had been told some time previously that there was no intention of building there with the view of straightening boundaries and consolidating some small farms about there, and another farm was offered him called Llettycripil. That farm was then 43a. 2r. 37p., and the rent 28*l.* At the time that farm became vacant there were a great number of applicants, and Thomas Rowlands refusing it, if was given to a man named Evan Evans, who is there now.

7434. Is that all you have to say on that, Mr. Williams?—I am quite willing to answer any question that you may put to me.

See 7163, 7181, 7430–7517, 18,294–18,388.

Mr. *Brynmor Jones.*

7435. I think Mr. Thomas Jones yesterday made a statement to the effect that a man called Evan Jones had become answerable to you for a sum of 100*l.*, or something of that kind?—Yes.

7436. Did I understand you to challenge that statement?—As to having received 100*l.*, I do most distinctly.

7437. Do you challenge the statement made by Mr. Thomas Jones that Evan Jones became answerable for the 100*l.*?—Not at all. He became answerable for the 100*l.*, but it was not money paid to me for his going to the farm.

7438. Was it a debt due from him to you?—It was a debt. He was at home with his father. His father was named David Jones, and lived at Rhyd-y-bod, and had a brother who lived at Dolfawr, David Jones. The father and son were a good deal intermixed in their transactions, and they both owed me money. One owed me 100*l.* and the other 200*l.*, or rather jointly they owed me 300*l.* They both got into difficulties. I should say that one was on Sir Watkin's estate and the other was not; the other was on Mr. Davies' estate. In 1882 they both got into difficulties. I advanced money to Evan Jones and his father-in-law to pay off the creditors at Rhyd-y-bod, 520*l.* Sundry transactions took place during the year. I am sorry to say I have not been able to find the details of them, but by an extract from my cash book I find that on the 24th September 1883, which was 18 months after the time the last 520*l.* was advanced, a settlement was arrived at by which I received a promissory note for 500*l.* from Evan Jones and Hugh Edwards, and from Evan Jones and Hugh Edwards for 100*l.*, and from David Jones the junior and a man named John Jones for 100*l.*, making 700*l.* The old notes were cancelled, and instead of being a gainer by that transaction with the Jones's I was a loser to the extent of over 100*l.*

Mr. *Brynmor Jones*—continued.

7439. As I understand it then, you did advance 500*l.* to Evan Jones?—I advanced 520*l.*

7440. To Evan Jones?—To Evan Jones and Hugh Edwards.

7441. Was that to pay for the stock?—That was towards paying for the stock.

7442. Then, as I understand your statement, the other promissory note, the 100*l.*, was for the debt of the father?—They were all working the farms together; he was there with his father.

7443. On which estate is Rhyd-y-bod?—On Sir Watkin's.

7444. In 1884 David Jones was tenant of Rhyd-y-bod?—Hugh Edwards was nominally tenant. David Jones was not tenant at that time. David Jones, senior, ceased being tenant in 1882.

7445. He then left the farm?—He did not leave the farm; he stayed on there; he lived in the house with his son.

7446. He lived on with the son, and Evan Jones became tenant?—No, Hugh Edwards,

Mr. *Brynmor Jones*—continued.

Evan Jones' father-in-law, was the responsible tenant.

7447. In this statement, as put in yesterday, the transaction began as far back as 1876?—I believe that was a mistake on the part of Evan Jones giving the date. I had not the date in my mind at the time.

7448. The only importance of this thing is that you are challenging a statement which Mr. Thos. Jones made, and Mr. Thos. Jones appears to have got it from Mr. Evan Jones, and then Mr. Evan Jones signed a paper which is obviously incorrect?—As to date.

7449. Then he says, "I am prepared to swear that in 1876," and then he goes on?—It was a mistake as to date.

7450. There may be a mistake as to other things as well, because what Mr. Thos. Jones appears to have got from him was that a promissory note for 100*l.* was given in order that he might get the immediate tenancy of Rhyd-y-bod?—I believe Mr. Evan Jones is here. He was sent for. I have not seen him.

7451. Did not you tell Evan Jones he was only to be allowed to be a caretaker for a year unless he gave this promissory note?—The time the promissory note for 100*l.* was given was 18 months after the time that David Jones gave up.

7452. That is not an answer to the question. Did you, first of all, tell Evan Jones that he would only be allowed to stay in the farm as caretaker for a year?—He was unable to get the money at the time, and I told him that I would keep him there; I would do my best to keep him there for a year to see what could be done.

7453. Then I take it the statement made by Thos. Jones is right to this extent, that there was something said about his being allowed to be on the farm as caretaker for a year?—The statement as put in by Mr. Thos. Jones was incorrect, so far as I was concerned, because there was no bargaining about 100*l.* at all at that time.

7454. I have not come to that yet. I ask you was there any conversation about his being caretaker for a year or being allowed to be on the farm, but not as tenant formally, for a year?—There was certainly a conversation as to how it might be arranged for him to keep on the tenancy; he had not the money at the time to carry on the farm.

7455. Well, I cannot put the matter plainer on that point than to say this: you do appear to admit that there was a conversation about his being on the farm as caretaker or in some undefined position of that kind?—Certainly.

7456. Now, having got that much, is it not true to say—I do not say as to the exact words—but is it not substantially true to say that upon his giving this promissory note he became tenant at once?—No, he did not; he did not become tenant for some time. His father-in-law was tenant.

Mr. *Brynmor Jones*—continued.

7457. Did he give you these two notes before he did become tenant?—The notes were given in September 1883.

7458. When did he become tenant?—I cannot tell you without referring. It was some few years afterwards; not for some years afterwards.

7459. Not for some years afterwards do you still say?—He did not become tenant for some years afterwards.

7460. Only about 1889 or 1888?—Well, it may be; I did not look that up as to the exact date.

7461. Do I understand you to suggest that the 100*l.* was due from Evan Jones to you?—It was due from the family to me.

7462. Was it due from Evan Jones to you, was my question?—Evan Jones took some part of his father's debts, and David Jones, junior, took some other parts.

7463. That is not quite an answer to the question. Do you allege that Evan Jones owed you this 100*l.*?—I do.

7464. In the statement which you handed in, and which I think is signed by Evan Jones, and is in your handwriting, these words occur, "That my father owed him 100*l.* previously"?—Yes, but Evan Jones and the father were working the farm together. Evan Jones was at home with his father.

7465. Then it is not accurate in another respect?—It was a date in respect of the time before David Jones, senior, gave up.

Mr. *Seebohm.*

7466. I wanted to clear up a point at which we left off last night with regard to those cases of Nonconformists leaving farms and Churchmen having been put in. There were five of those cases, I think, which were mentioned by Mr. Davies, and you, I think, told us the particulars of each one of those cases, so far as you could?—I did. See 6839 7426.

7467. You did not tell us whether you denied the fact that there was a change in those five cases from Nonconformist to Churchmen?—Not from Nonconformist to Churchmen; some of them were Churchmen before.

7468. Some of them were Churchmen before?—Yes, and I think I have a list of them.

7469. I do not want to go into each individual case, but I simply wanted to ask you this: How many cases, do you suppose, of changes took place during the period alluded to?—During that time, in addition to the children following parents or relatives following previous tenants, there were changes of tenancies in which Nonconformists were accepted as tenants in the following farms:—

Gelligron	-	Evan Evans.
Bryndu	-	John Evans.
Frondro	-	John Jones.
Alltygwyn	-	Edward Evans.
Coedtalog	-	David Evans.
Graig y tan	-	John Jones.
Deildre	-	Griffith Williams.
Dolfudr	-	Robert Jones.

Mr. *Seebohm*—continued.

Dolbach	-	Owen Rowlands.
Gwernygrng	-	John Jones.
Lôn -	-	William Jones.
Plas Madoc	-	John Thomas.
"	-	Thomas Jones.
Pandy Mawr	-	Margaret Rowlands.
Pant Clyd	-	Evan Edwards.
Trawsgoed	-	David Roberts.
Ty Mawr	-	Thomas Roberts.
Wernddu	-	David Roberts.
Brynhynod	-	Rowland Morris.
Wenallt	-	David Edwards.
Tyntwll	-	Hugh Roberts.
Bryncocyn	-	Evan Evans.
Gilrhos	-	Robert Edwards.

7470. Give us the number of them?—Twenty-two.

7471. Twenty-two changes during what period?—From about 1869 to 1890.

7472. In these cases all the new tenants were Nonconformists?—These were Nonconformists. I am not taking cottages; these are farms.

7473. And they are in addition to those where there was a natural succession from father to son?—Yes, from father to son, or to daughter, and so on.

7474. Amongst those 22 changes would there be any in which Nonconformists followed Churchmen?—I cannot say that there were, unless it would be one—there was one, I think. I believe the tenant of Brynhynod was previously a Churchman. I will not be certain, but I believe he was.

7475. The result of the evidence is simply this, that out of 27 cases which occurred during those years there were five in which Nonconformists were followed by Churchmen, or you may say three or four cases?—Yes, there were some. In the five or six which were mentioned, there were some Churchmen before—two at least.

7476. I only wanted that, because, of course, if we looked upon the five cases as the only cases, the inference would be that it was a custom on the estate, whenever a Nonconformist went out to put a Churchman in. I now understand that there were 22 changes in which that was not the case, so that it was only three or four out of the 27 cases?—Yes.

Lord *Kenyon.*

7477. One thing further with regard to Evan Jones and David Jones's case. Did the father become insolvent?—Well, he made a composition with his creditors.

7478. Then the farm, as I understand, was leased, or rather was let, to the father-in-law of the younger Jones and the younger Jones together?—The younger Jones did not become tenant for some little time.

7479. He became tenant eventually?—He became tenant eventually.

7480. Whose name was put to the agreement after the elder Jones's insolvency. Did he still continue the tenant?—Hugh Edwards.

Lord *Kenyon*—continued.

7481. Was there only Hugh Edwards?—To the best of my recollection it was Hugh Edwards; I have not the agreement.

7482. Was it a family arrangement, in order to avoid disturbing?—Well, it was.

Professor *Rhŷs.*

7483. I think you mentioned there was one case of a Nonconformist following a Churchman?—I believe the previous tenant was a Churchman.

7484. Would you have any objection to give the particulars?—None whatever.

7485. Who was the outgoing Churchman, and who was the incoming Nonconformist?—The incoming Nonconformist was Rowland Morris, of Brynhynod, and the previous tenant was a man whose name I forget at this moment. He lived at Tyissa, I think.

7486. He was a Churchman, you say?—He was a Churchman, to the best of my belief. Cadwalader Jones was the name of the man who was followed by Rowland Morris.

Mr. *Richard Jones.*

7487. How long were you agent on the on the Glanllyn estate?—After the death of my father. I commenced in 1867.

7488. How long did your agency continue?—Up to 1890.

7489. Over what district did your agency cover?—This district of Llanwchllyn, Llangower, and Trawsfynydd.

7490. In the case of a vacancy, was your recommendation uniformly acted upon?—Certainly not. It generally was, because I had better means of information than anyone else as to who the people were.

7491. Whom did you consult?—I consulted, in the first instance, Mr. William Jones, when he was chief agent; afterwards, Mr. Owen Wynne.

7492. Can you supply any instances where a recommendation of yours of a tenant had been refused by the chief agent?—Well, it was a case of uniformly putting in a list of applicants, and talking them over as to their capabilities and their probabilities of making good tenants.

7493. That is not a direct answer to the question?—I cannot at the moment recollect so as to say. There might often have been differences of opinion, but, of course, I invariably bow to those who are above me.

7494. Can you supply an instance where you have recommended a tenant, and he has been refused?—I may say I never did directly recommend any tenant. I invariably took the list, and talked them over.

7495. Did you make any inquiries as to the politics or creed of an applicant for the farm?—They were all generally known to me, and I had no necessity for making any inquiry.

Chairman.

7496. There are several questions handed in. Mr. Vincent asks, "You are not, I believe, a "witness put forward either by Mr. George

Chairman—continued.

" Owen, or anybody connected with him. Is " that so " ?—That is so ; I am not.

7497. The second question of Mr. Vincent is: " I understand you to say, that before " admitting Evan Jones to the tenancy, you " allowed Evan Jones to incur a liability of " his father's to you. Did you inform Sir " Watkin of this fact " ?—Not Sir Watkin, but Sir Watkin's agent knew about it.

Mr. *Brynmor Jones.*

7498. I do not think it is a correct statement of the fact in that question. The account which he has given before was otherwise, as I understood it. As I understand, you said that the father had incurred liabilities, not the son ?—Well, the father and son together. They were both working the farm together, and the old man had been practically in difficulties for a long while.

7499. But they were not both tenants of the farm ?—No, not both tenants, so far as having signed an agreement, but virtually tenants. Both had worked the farm together. The son was there with him, and many things on the farm belonged to the son.

Chairman.

7500. Then I have a question handed in by Mr. Jenkyn Thomas. " Did you yourself write " out the paper which you handed in yesterday ?" —Yes, I did.

7501. Another question by Mr. Jenkyn Thomas is, " Is it not a fact that Llettycripil " was not offered to Thomas Rowlands, but to " Jane Rowlands, after the death of Thomas " Rowlands, after the then occupier Richard " Roberts became insolvent." I understand that is the farm which you stated you offered to the tenant when you refused to build up his house after it tumbled down. Is that so ? That was the farm, was it not ?—That was the farm of which particulars have been given.

7502. Which was offered to the tenant, when his house tumbled down, instead of his own ?—Yes.

7503. Now, answer the question. " Is it not a " fact that this farm was not offered to Thomas " Rowlands, but to Jane Rowlands, after the " death of Thomas Rowlands, after the then " occupier Richard Roberts had become insol- " vent " ?—Whether it was to Jane Rowlands I cannot say without looking to dates.

Lord *Kenyon.*

7504. It could not be Thomas Rowlands if he was dead ?—No, it could not be, but when he died I cannot say.

Chairman.

7505. The statement made was, I think, that that farm was offered to Thomas Rowlands when the house fell down, and he lived in the stable ?—Evan Jones became tenant in 1887, so that it must have been to Jane Rowlands that the offer was made. It was to Jane Rowlands.

7506. That was to Jane Rowlands and not to to Thomas Rowlands ?—Yes.

Chairman—continued.

7507. Therefore, you correct that statement ? —I correct that statement.

7508. Then there is a question handed in by Mr. Owen Wynne, " Do you, understanding that " I have no recollection of hearing anything " about this matter of 100*l.*, still adhere to the " statement that you informed me concerning " it ?"—Not of that 100*l.*, but the transaction of the change of tenancy there.

7509. You still say that you informed the agents about this matter of 100*l.* ?—Not of the 100*l.*—no, certainly not.

7510. Then you withdraw that statement ?— I am not aware that I made it, my Lord, I think there is a misunderstanding.

(*The shorthand writer read previous answers of the witness.*)

7511. Having that statement before you, do you wish to say that is not the fact ?—My recollection of the transaction is this, that the matter was thoroughly talked over and thrashed out, but as to the details of it, I cannot remember.

7512. You have told us first that you told Mr. Owen Wynne, and then you told us you did not. Which do you wish to state ?—I cannot tax my memory as to the exact details of what was told to Mr. Owen Wynne, but the whole question was thrashed out as completely as it could be.

7513. There was no question of thrashing out ?—The whole transaction, the whole particulars.

7514. Which do you wish to state. Did you tell Mr. Owen Wynne, or did you not, about the 100*l.* ?—I cannot say that I did tell him specifically about that 100*l.* more than anything else.

7515. You tell us you told him about it, and you tell us you did not—which do you wish to stick to ?—I wish to say that I told Mr. Owen Wynne the whole particulars of the case as to the man being in difficulties, and as to the son working the farm with him, and making the best arrangements we could to carry the man on.

7516. Yes or no. Did you tell Mr. Owen Wynne about the 100*l.*, or did you not ?—I cannot say.

Lord *Kenyon.*

7517. Did Mr. Wynne know that you had advanced any money to him at all ?—I cannot say that.

Chairman.

7518. Mr. Jenkyn Thomas is not quite satisfied with the answer handed in about the insolvency of Richard Roberts, and I will just put this question again. " Is it not a fact that " Llettycripil was not offered to Thomas " Rowlands but to Jane Rowlands, after the " death of Thomas Rowlands, after the then " occupier, Richard Roberts, became insolvent." Do you remember the insolvency of Richard Roberts ?—I do.

7519. You do remember that ?—Yes.

Chairman—continued.

7520. Do you remember that that farm was offered to Jane Rowlands, and not to Thomas Rowlands as was stated, after Thomas Rowland's death, after the time that Richard Roberts had become insolvent?—It was upon becoming insolvent that Richard Roberts left the farm. He never had money to go on with it. He succeeded his father, and was never in a position to carry it on.

7521. After the insolvency of Richard Roberts, that farm was offered to Jane Rowlands and not to Thomas Rowlands at all, as was previously stated?—That is so.

Mr. *Griffiths.*

7522. Were there many tenants in a similar way accepted as tenants on the estate who had no capital?—Not many that I am aware of.

7523. Were there any?—That is more than I can say.

7524. Are you able to tell us?—I cannot speak as to the capital of all of them.

Chairman.

7525. Now we will come to your own personal evidence, if you please, Mr. John Williams. You are a justice of the peace, I think?—I am.

7526. And you live where?—I live at Gwernhefin.

7527. Are you on the county council?—No, my Lord.

7528. You are a tenant farmer and estate agent?—Yes, my Lord.

7529. What is the extent of your farm?—The extent of the farm that I hold under Sir Watkin now is about 380 acres exclusive of the sheep-walk.

7530. What do you wish to give evidence upon?—I have been asked to give evidence with respect to the advance in rent upon my farm.

7531. Is there anything else you would like to speak on?—Nothing.

See 7923–7971.

7532. You wish to confine yourself to the statement as to your farm. Will you tell us what you wish to state about the rent on your farm?—When I took it first in 1868, the rent was 392*l.*, which, excluding the rent upon some land that I did not hold previously, was an advance of 73*l.* upon what my father paid.

7533. Was your father tenant of that farm?—My father was tenant previously.

7534. Joint tenant, I think?—No, sole tenant. I was away from home then. The rent of the farm in 1842 was 282*l.*, and there were some improvements effected by the landlord costing 196*l.*, and interest of 10*l.* was charged upon them increasing the rent to 292*l.* My father, held it at that rent until his death. In the year 1876, there was some alteration made. Part of the sheep-walk was taken away, and there were some small bits of land added, and some cottages built, increasing the rent by 8*l.*, bringing it up to 400*l.*, and at that rent I held it until I gave up the agency. But I should state that in 1879, in consequence of damage being done by the rising of the lake level by the Shropshire Union

Chairman—continued.

Canal Company, Sir Watkin received some considerable sum for the damage to the meadows.

7535. What considerable sum?—I am not quite certain, but I think it was about 80*l.*, something under 80*l.*, 76*l.* I think, but I am not certain of that, of which I received 25*l.* 10*s.*, allowance from the 400*l.* That continued until I resigned the agency, when some fields were required for the new agent, and some Sir Watkin wished to take on hand, and the farm was re-valued then, and the valuation had risen to 452*l.*

Mr. *Seebohm.*

7536. At what date?—That was in 1891.

Mr. *Richard Jones.*

7537. To what was it advanced?—The valuation was 452*l.*, but then the 29 acres 1 rood 39 perches was taken away, and the farm is now let to me at an advance—at 417*l.*—having lost the 29 acres 1 rood 39 perches.

Chairman.

7538. That brings you to 1891, does it not. Was the farm re-valued at that time?—It was re-valued at that time when the advance was made.

7539. The advance was 52*l.*?—Yes, 52*l.*

7540. Is there anything more that you wish to say?—I wish to state that I had spent a large amount of money in improving the farm during that time; from 1870 to 1890 I had paid for cake and corn and manure, 5,438*l.*, and the whole of that together with all the produce of the farm excepting about 30 quarters of seed oats, that was sold yearly, was expended on the farm, and the manure value remained also. I paid for draining, exclusive of carriage, 105*l.* I paid for reclaiming—that is an estimated value —210*l.*; I paid for fencing and roads also—an estimated value 120*l.*; and I have laid down to permanent pasture about 272*l.* an estimated value. I should say that I have received no compensation whatever, and that the landlord has not expended anything whatever in the improvement beyond some pipes for draining.

Mr. *Seebohm.*

7541. What is the difference in the acreage between 1868 and 1891?—Not 1868—there was some land added after the new taking in 1868; and 1891 was 29.1.39; that is 29 acres and a half that was taken away.

Chairman.

7542. Is there anything more, Mr. Williams?—Nothing more than the details as to that, my Lord.

7543. You were, I believe, local agent to Sir Watkin Wynn?—I was, my Lord.

7544. When did you begin your agency?—In 1868.

7545. And you continued it till when?—Till 1890.

7546. You were agent from 1868 to 1890. Had you that farm when you were agent?—I had, my Lord.

Chairman—continued.

7547. And you continued in the tenancy after you gave up the agency?—Yes, my Lord.

7548. You are there now?—I am there now.

Lord *Kenyon.*

7549. Your complaint is that the rent has been raised entirely on your own improvements. Is that so?—That is it, my Lord.

7550. I see you have stated a large sum, 5,000*l.* odd in 20 years?—Yes, my Lord.

7551. You know the provisions of the Agricultural Holdings Act. How much would you be able to claim now, supposing you were to leave your farm?—I should not be able to claim much now. In fact very little.

7552. A good deal of it is exhausted?—But the increased value is found in the increased rent I have to pay. Unimproved farms right and left of me are reduced. I find them reduced to the basis of 40 and 50 years ago. Some have now been reduced lower than what they were 40 years ago.

7553. Do you keep farming accounts?—I do, my Lord.

7554. You could tell us pretty well then what the state of agriculture is now?—It is certainly very much worse than I have ever known it, at the present time; I have never known it so bad.

7555. How would it compare with recent years—the last year or two. Give a percentage?—I should say that we are now at least 30 per cent. below what we were at the best time. Prices of all sorts of stock, sheep and cattle, are 30 per cent. lower than the best times we have had.

7556. Do you think they have been falling steadily?—Oh, there have been ups and downs, certainly, but for the last 10 years they have been lower. There has been depression for fully 10 years.

7557. What remedy would you suggest?—One remedy that I would suggest would be that the landlord should be protected. I speak to a certain extent as a landlord, having a small property, and I say that we should be protected from tenants running the farms, and I think tenants ought to be protected from landlords taking advantage of tenants' improvements. I think too, that we might be protected by preventing traders from selling as home produce any foreign article whatever. I think, too, that the land bears more than its fair share of the taxation of the country.

7558. What is your opinion of a land court?—The only use of a land court that I can see would be to assess a question of compensation to tenants upon leaving their farms, as to what they are actually entitled to.

7559. Would not that be about the same as at present when it is submitted to arbitration?—But it too seldom is. The Agricultural Holdings Act is so wrapped round with technicalities that there is not one tenant farmer in 20 who is able to take advantage of it: and even if he did it works unfairly to an improving tenant.

7560. What is your opinion of the fixity of tenure?—I do not see the force of it, my Lord.

Lord *Kenyon*—continued.

7561. You do not think that it would be an encouragement to a man to lay out more on his holding?—If he had what is put as free sale on improvements, I think that would be all the tenant farmer could reasonably expect, and it would be much fairer to both landlord and tenant.

7562. If there is this demand for fixity of tenure, why do not tenants accept leases?—Leases are very seldom asked for in this district. The reason why I cannot say. I do not see, as I have said before myself, any great force or any great advantage in fixity of tenure.

7563. In your experience landlords are quite ready to grant leases, I suppose?—Well, they have not been asked for. I do not know a case where a lease has been asked for in this district, I may say.

7564. I want to ask you about the condition of the labourer. In your opinion, is the condition of the labourer better or worse than it was, say 20 or 30 years ago?—Very much better than it ever has been.

7565. What are the current wages for a man on his own finding?—On his own finding I should say from 15*s.* to 18*s.* a week.

7566. Do you mean 18*s.* to a harvest hand or 18*s.* to a waggoner?—18*s.* to a waggoner. Harvest wages are very dear here; they run up to 1*l.* a week and their victuals.

7567. And food is cheaper?—Yes. All necessaries of life are cheaper.

7568. What is your opinion of the cottage accommodation?—The cottage accommodation, so far as it goes, is very much better than what it used to be, but I think that more cottages are required in the rural districts. I think that men are rather huddled together in the villages, and have rather too far to walk to their work.

7569. Do you house any labourers yourself on your own farm?—Not in my own house.

7570. They all live on their own finding?—They all live on their own finding.

7571. Then you could not tell me how they live?—Yes, I think I can.

7572. What do you say the diet is?—Do you mean in the farmhouses?

7573. Yes, either in the farmhouses or their own cottages?—I think there are many others who can speak better than I as to how the labourers live in the farmhouses, but they generally live much the same as the farmers themselves do in the farmhouses. There is no difference made between the small farmer himself and his workpeople.

7574. We had a statement made yesterday that it is very seldom they see fresh meat. Do you think that is correct?—Well, hardly; they see fresh meat very much more than they used to do. I should think there is at least 10 times the quantity of fresh meat killed in Bala now than there was 30 years ago. You see the small farmers and the cottagers taking their pieces home from the butchers' nearly every week I know that my own men use fresh meat occasionally. They often buy a sheep and divide it amongst them. Four or five of them will

Lord *Kenyon*—continued.

buy a sheep and kill it and each take a piece.

7575. There was a statement made yesterday which seemed to me hardly correct, namely, that most of the landlords in this district were absentees?—I think they are better off in this district than they are in many.

7576. You mean that the landlords do reside here?—Yes, most of them. I should consider Sir Watkin a resident landowner; he has a house in the place. Mr. Price is close by. Mr Jones of Fron has a house at Bala. Sir Henry Robertson has a house on his property at Pale.

7577. They mainly live on their own property?—Here they do.

7578. Do you think in this district religious questions affect the relation of landlord and tenant much?—I do not think so.

7579. What is your opinion upon the question of politics?—I think that politics are very seldom talked between landlord and tenant excepting in a general way.

7580. Do you mean to say that it does not influence the landlord or the agent in taking a tenant?—I do not think it does.

Mr. *Brynmor Jones.*

7581. Then, as I gather from your answers to Lord Kenyon, the farmers are much better off now than they were some years ago?—So far as the way in which they live goes, yes; not in their pecuniary circumstances. They spend very much more money than they formerly did. The style of living generally is more expensive.

7582. Are they able to pay their rent easily in your experience?—There have been great reductions of rent in most instances latterly.

7583. That is not an answer to my question, I think, is it? Are the farmers in this district able to pay their rent easily? Do they have to borrow money, for instance?—There are very few changes in tenements, and we must take it for granted that they are able to meet their payments, but whether it is done easily or not I cannot say.

7584. Well, that was my point. You cannot say?—I cannot say beyond from my own experience. I know that I have been losing money the last two or three years.

7585. Then you find a difficulty in paying your rent, do you?—Certainly I do. I should have found it difficult to have paid my old rent now in the last few years.

See 6329.

7586. There was one bit of evidence given yesterday by Mr. Davies, to which your attention does not appear to have been called. I will call your attention to it so that you may give such explanation as you like, or as you can. It was in reference to the little plot of ground called Gardd Jac Hughes. Do you remember that piece of ground with the cottage on it?—Yes, it is a small piece of garden in Llanuwchllyn, I think.

7587. Now it is stated that up to the year 1875 receipts for rent were worded in a particular way and then they were altered?—Well, about that time the whole estate was gone through and rather more particularised. Gardens were not mentioned to any of the cottages before.

Mr. *Brynmor Jones*—continued.

7588. Do answer my question if you please. Is it true to say that the receipts were altered—the form of the receipts?—They were altered in many cases. I cannot speak to that one particularly.

7589. Did you have any interview with John Hughes about it, or the person who was in possession of this cottage?—Certainly I had. We had interviews with them all. I have no recollection of any objection being made to that. I can say that positively.

7590. But then do you recollect any interview with Hughes at all?—Certainly, many interviews.

7591. In 1875 did you give him a receipt for the small rent that he was paying in a new form?—The receipts were given at the rent day.

7592. That is not an answer to my question?—And what the form was I cannot say.

7593. Did you give him a receipt for the rent that he was paying in a new form?—I cannot say.

7594. I have got two receipts here. One is an 1875 receipt and the premises are described as "House in two dwellings." In the receipt of December 1878, it is "Cottage and garden." Can you explain the alteration?—I cannot beyond this, that there was a garden with the cottage; that he held with the cottage and that was put in.

7595. Very well, that is the only explanation you can give?—That was done with him and many others also.

7596. It has occurred to me that you were agent at the time of this Evan Jones transaction. You said that Evan Jones and David Jones' father became as a family indebted to you. Were you having dealings with them quite apart from your relations to them as agent for Sir Watkin?—Yes, large transactions.

7597.—Do you think that it was quite right to do that from a business point of view—from a point of view of fair dealing, you being the agent? Did you not get a certain advantage in the dealings?—No, certainly not, rather otherwise.

7598. How do you mean otherwise, Sir?—Because they were in the habit rather of appealing to one's generosity in the cases of dealing. I can safely say that it has been greatly to my advantage in dealing with my neighbours since I have ceased having anything to do with Sir Watkin's estate.

7599. So that the more powerful a man is the better it is for the people to deal with him according to you?—Well, it often happens so, Sir.

7600. With regard to Hafod yr haidd a statement was made about the intervention in that case of the sanitary authority. Did you communicate with the sanitary authority at all?—I was a member of the sanitary board here and the matter was brought before our notice.

Mr. *Brynmor Jones*—continued.

7601. Was the condition of any other of the farm-houses brought to your notice?—Many of them were and in many cases the requirements of the sanitary authority were attended to.

7602. What was the reason for not building a fresh house at Hafod yr haidd?—As I attempted to explain yesterday, it had been arranged by Mr. William Jones, before Mr. Wynn's time, to consolidate those small farms there so as to rectify the boundaries. They were very irregular and Hafod yr haidd was considered the place that was the most fitted to be cut up so as to get the boundaries something like regular.

That is all I wish to ask.

Mr. *Griffiths.*

7603. I do not think you told us what the nature of your farm is. Is it arable, or pasture, or what is it?—It is chiefly pasture now. It has been laid down chiefly to pasture.

7604. Do you plough any land?—Yes, I plough some, but I have laid the greater portion of it down.

7605. What quantity do you plough?—I should think I had about 30 acres under plough this year.

7606. Were you in the habit of ploughing more than that when you commenced?—At one time I used to plough a good deal. When we first commenced the farm there was a great portion of it arable. It has been laid down to pasture now.

7607. Have you any dairy on your farm?—I do not dairy much.

7608. Do you say there is any difficulty in getting dairy maids in these days?—Not in this district.

7609. Do you keep an account of your farming?—I do.

7610. Have you ever compared what you produced from your farm in 1868—that was when you commenced, was it not?—Yes, 1868; 1868 was a very bad year.

7611. Have you compared it as to the amount of your produce in that year, and the amount of your produce at present?—The actual value of it or the amount do you mean?

7612. The amount. Have you compared the two amounts—what you make out of your farm in every way?—I can keep very much more stock now than I could then, in consequence of the farm having been improved.

7613. But can you give us an idea of what the difference is?—In the number of cattle I keep?

7614. In your outlay to begin with?—My turnover is greater now in consequence of my keeping more stock, but the profit is less—not less than it was in 1868—1868 was a very bad year. But when we got on to the seventies we began to be better off.

7615. I do not confine you to that year at all—take 10 years?—From 1870 to 1880 times were good and profitable, and up to 1883 perhaps it was pretty good, but it has been gradually getting worse.

Mr. *Griffiths*—continued.

7616. Do you say you corned rather extensively at that time? What is the difference in the price of corn now, to what you had then?—Corn here is a matter of very small importance. We rise so very little. We are dependent here almost entirely upon the value of store stock—sheep and cattle; but corn is very much cheaper.

7617. What did you do with your corn in those days?—Used it all excepting a little seed oats I used to sell.

7618. In which way did you use it? Did you feed your cattle upon it?—I fed my cattle.

7619. Did those cattle amount to as much money then as they do now, or less?—Oh, very much more than what they do now. Beef is not worth within 30 per cent. of what it was in about 1879 and 1880.

7620. Is the reason why tenants do not apply for leases that they consider the farms too dear to take a lease upon them at the present day?—That may be. I am not aware of any application for leases. I have not heard of any.

7621. It is no wonder if the farms are dear and rents are too high. You say that the cottage accommodation is rather deficient?—Up in the rural districts away from the villages.

7622. What sort of cottages are they?—They are stone invariably, and with slated roofs, and they generally have got two or three bedrooms now. Cottage accommodation is very much improved to what it was 50 years ago.

7623. I see in the report of the Assistant Labour Commissioner that some cottages have not even a fire-place. Do you know of any in the neighbourhood in that condition?—I do not.

7624. You say your rent has been advanced greatly of late?—It was advanced in 1890 upon a valuation made in 1868.

7625. Do you consider it was fair to advance your rent?—Well, I did not consider it was.

7626. At the time?—In 1868.

7627. No, when it was advanced lately?—I thought it was not, it being the fact that times were getting worse, and that the improvements had been effected by me.

7628. Did you complain that it was not fair?—I did.

7629. You could get no remedies?—No.

7630. Do you not think some court of appeal would be good in that case?—I think that a court for fixing compensation for tenants, improvements would be a great advantage.

Mr. *Grove.*

7631. Just two questions. Is there any dairy teaching here by the county council in this county?—Yes, there has been a school in this district last year.

7632. Do you think it will be beneficial?—Oh, certainly.

7633. Do the farmers about this part use the railway much for conveying their goods to and fro and their cattle?—Well, they are bound to.

Mr. *Grove*—continued.

7634. Do they consider the rates excessive or do they consider them moderate?—For short distances local rates are excessive. They are very heavy, much heavier than they used to be. For long distances rates are rather less now than what they were up to 1892.

7635. Do you suppose the farmers generally are acquainted with the small book, published at the cost of 1*s.*, which gives the actual rates that they can charge on all the railways?—I do not think they are.

Professor *Rhŷs.*

7636. You spoke of the cottages just now. Is the lack of cottages of a proper description a consideration that drives the labourers away from the land to the towns, do you think?—I cannot help thinking that if there were some very small holdings—kind of cow plots—that it would be a great advantage, and that they would keep the labourers in the district. The accommodation in the villages is very fair so far as the cottages go. It is the rural districts that are wanting.

7637. The lack of proper accommodation in the districts, you think, tends to clear the labourers away to the villages and towns?—I cannot say that we are short of labour in this district. There is plenty of labour, only they have far to walk from the villages up to the farms.

Mr. *Seebohm.*

7638. You know the interior of a great many farms in this neighbourhood?—I do.

7639. The farmhouses?—I do.

7640. Could you tell me whether they continue to have that old oak furniture—old oak pieces of furniture which have come down from generation to generation?—There is not much of it left in this neighbourhood.

7641. Do you think that a great number of the people have continued in the same farms for many generations?—Oh, they have, undoubtedly, for many generations.

Mr. *Richard Jones.*

7642. You said that you keep farming accounts?—Yes.

7643. Can you supply the Commission with a financial statement for the year 1892?—I have not got it here with me.

7644. If the Commission asked you, could you furnish them with a copy of your accounts since 1868?—Yes, I think I could.

7645. Will you kindly send it in?—A copy from 1868 until 1892?

7646. Yes?—I will try and look them up.

Mr. *Seebohm.*

7647. Not for publication?—Do you mean a summary of them? Do you mean the receipts and expenditure?

Mr. *Richard Jones.*

Yes, for the respective years.

Mr. *Seebohm.*

You mean in total.

Mr. *Grove.*

We do not want full details, simply a summary.

Mr. *Richard Jones.*

7648. A summary for each year, from 1868 up to 1892. You say that you have expended about 5,000*l.* on your farm during those years, and that in case you left you could not claim any compensation?—I could claim no compensation excepting what was due to me under the Agricultural Holdings Act, or rather what is due to me under the schedule that is in Sir Watkin's agreement—not the Agricultural Holdings Act. But for the permanent improvements I have no claim, inasmuch as it was done without any certificate from the landlord, and I have consequently no claim for permanent improvements.

7649. Which do you think would be more advantageous to you, to be under the Agricultural Holdings Act or under the table of the agreement of Sir Watkin?—I do not think there would be very much difference in it. Probably the Agricultural Holdings Act is quite as favourable, but there is very little in it, taking it all through.

7650. It does not go far enough to meet the necessities of the case so far as the tenant is concerned?—Well, it does not go far enough back, because where a tenant consumes all his crop upon the farm, and the manure—by spending money one year you increase your produce and get the manure from that, and the thing goes rolling on from year to year.

7651. Yes, but that is a question to be left to the valuers. The valuers can go back as far as they like?—Not under the Agricultural Holdings Act.

7652. Oh yes?—I misunderstood it then.

7653. There is no time limit under the third schedule of the Agricultural Holdings Act?—I was under the impression that you could only go for a certain number of years back.

7654. The reference is subject to agreement to appoint an umpire?—Ah, yes, if they can agree to appoint, but if you take it strictly upon the Act you can only go for what you have expended during the last few years.

7655. As you fail to follow me we will go to another question. You said, I believe, that home producers should not sell any foreign articles. Was that the statement you made?—No. I said that no foreign produce should be sold as home.

7656. That it should be labelled?—That some steps should be taken for having our home produce sold as such, and foreign produce sold as such.

7657. Have the rates increased very much?—Local rates?

7658. Yes?—Not to any very great extent. The school board has been added, but the others, the poor rate and the highway rate, are much the same.

Mr. *Richard Jones*—continued.

7659. Have you anything to suggest with regard to the incidence of rates?—I cannot help thinking that all capital should be rated the same as land is. A trader having 2,000*l.* or 3,000*l.* in his business is only rated just upon his house and premises, which may be 40*l.* or 50*l.* a year, whereas if it be a farmer having that amount he is rated on the whole of his land, which may be 400*l.* or 500*l.*

7660. What you suggest is that personal property should be rated?—I do.

7661. I suppose you acknowledge that there has been an increase in the rates?—Yes, there has been, but not to any very great extent.

7662. On whom has the increase fallen?—On the tenant.

7663. Do you think there would be anything unfair if the rates were divided between the landlord and the tenant?—Well, I cannot say that it would make any very great difference, because those sort of things are taken into consideration, or ought to be, in assessing the value of a farm—the amount of rates upon it.

7664. But do you not think that if the landlord were to pay half the rates he would take a greater interest in the expenditure of the rates, and, that he would do his best to keep them down?—Very likely it might have that effect.

Chairman.

7665. I have two or three questions handed in, Mr. Williams, which I will put to you. You have answered some of them before, but it will not take much time, and I will just put them to you *seriatim*. This is a question put by Mr. W. Jenkyn Thomas: "Can you explain the "reason why, in the receipt to John Hughes, "the words 'house in two dwellings' were "changed into 'cottage and garden" without "his knowledge." That question has been put to you already?—I am not aware that it was without his knowledge. The whole estate was gone over, and the descriptions corrected in many instances.

7666. This is also a question put by Mr. Jenkyn Thomas. "Did you serve a notice to "quit on Ellen Lloyd, Pentrefelin, a widow "with a number of young children, assigning "as a reason that Sir Watkin was not going to "build at Pentre, and after the tenant, Ellen "Lloyd, left, did you not add some of the best "land of that holding to that of your own, and "erect two cottages at Pentre to accommodate "your own waggoner and your own cowman"?—The old mill at Pentre fell into disuse, and the old cottage and buildings were all tumbling down, and the land was straggling, and it was decided to divide it amongst four different farms. I had some of it, some of it was put to Plas Madoc, some was put to Bryniau, and after

Chairman—continued.

that there were two cottages built near where the old house was that I now have. Ellen Lloyd removed to another farm.

(*Chairman.*) Then practically the answer is yes.

Mr. *Seebohm.*

7667. She removed to another farm on the estate?—She removed to another farm on the estate.

Mr. *Brynmor Jones.*

7668. Did you answer the question which was put, namely, whether you served a notice to quit, or was notice to quit given?—Notice to quit was given, no doubt, from the estate office.

Chairman.

7669. A question by Mr. Jenkyn Thomas. "Did you do all the cartage on the estate when you were agent"?—Certainly not.

7670. "And are you aware that under the "present management the cartage is evenly "distributed amongst the tenants"?—I do not know how it is done now. Sir Watkin keeps a horse there himself now—he keeps a team himself.

7671. This is also Mr. Jenkyn Thomas's question: "Did you state to Mr. F. Llewellyn "Jones that you could mention cases where "tenants have effected permanent improve-"ments, and have been compelled to give them "up without any compensation?" Will you mention these cases?—Well, as I told Mr. Jones, I had not the particulars and figures, and I did not think it was fair to go and bring forward cases that I could not give exact details of.

7672. The question is, did you state to Mr. Llewellyn Jones that you could mention cases where tenants have effected permanent improvements, and have been compelled to give them up without any compensation?—I have no doubt I told him that there were cases.

7673. Could you mention these cases?—I cannot. I am not able to give particulars or details, or I would.

7674. A question from the chair: At what time did these cases come under your knowledge?—Recently.

7675. This question you have answered before, but it may be put again. It is put by Mr. Jenkyn Thomas: "During the time that "you were Sir Watkin's agent, were you, in "the ordinary course of business as cattle "jobber, in the habit of buying cattle from "Sir Watkin's tenants"?—Occasionally from them as from other people.

7676. "And did you consider that the tenants "were placed in a disadvantageous position as "regards bargaining"?—Certainly not.

The witness withdrew.

Mr. Owen S. Wynne recalled.

(*Witness.*) I merely wish to say, my Lord, in reference to what was said yesterday about Garneddwen—it quite escaped me at the time—if the Crown had any rights those rights were purchased by Sir Watkin 30 years ago. That is all I wish to say—that Sir Watkin purchased the Crown rights.

See 6815, 7320.

Mr. *Brynmor Jones.*

7677. I should like to see the deed?—I cannot produce the deeds. The deeds are not in my custody.

7678. I know. "Purchased all the Crown rights" is rather a vague expression. Taking it liberally, that means the right of administering justice as well in Merionethshire?—The usual Crown rights he purchased.

7679. "Purchased." A phrase like that does not convey any clear or definite meaning to my mind. That is what I mean?—I mean the sporting and manorial rights.

Mr. *Brynmor Jones*—continued

7680. I should like to see the exact parcels in the deed, then I should like to consider the effect of the parcels. After all, it is not for us to determine what rights the Crown had as against Sir Watkin, but what rights Sir Watkin has.

Sir *John Llewelyn.*

7680*a*. It might be for us to discover whether the rights of the original commoners were preserved by Sir Watkin. It might be a very proper question to ask Mr. Wynne if he knows in whose custody that deed is?—The deed is in the custody of the Wynnstay office.

The witness withdrew.

Mr. John Thomas called and examined.

Interpreter.

The witness says he will give his evidence in English, and if he is unable to go on, he will turn to Welsh.

Chairman (*to the Interpreter*).

Will you tell him that every facility will be given to him to give his evidence with as great convenience to himself as possible. Will you tell him that in Welsh.

(*Witness.*) I understand English.

Chairman.

7681. You are Mr. John Thomas?—Yes.

7682. Where do you live?—At Cloddiau, in the parish of Llanycil.

7683. And you are a tenant farmer?—Yes.

7684. Living on the estate of Captain Jones?—John Jones. I do not think he is a captain.

7685. You live on the estate of "Mr." John Jones?—Oh, yes! Of Old Broad Street, London.

7686. For some years previously you were a tenant of Sir Watkin Wynn?—Yes, and my family were tenants of Sir Watkin Wynn before the battle of Waterloo.

7687. And in the year 1859 you left Sir Watkin Wynn's property?—Yes.

7688. Under what circumstances?—I had notice to quit for voting for the Liberal candidate for the county.

7689. Who was he?—David Williams, of Castell Deudraeth.

7690. How long after the election did you receive this notice to quit?—A few months.

7691. What did you do after the time that you received notice to quit?—I went to Mr. Williams, the late Mr. Williams, and asked him for the farm, and afterwards I went to Sir Watkin Wynn at Wynnstay himself, and I was introduced by the head clerk.

Chairman—continued.

7692. And what happened then?—He told me that he did not know what the notice was for, but he would inquire of John Williams.

7693. And what happened then?—Well, we had to make a sale by auction and to leave the farm.

7694. What year was that in?—1859.

7695. Then what did you do after you had left that farm. Where did you go then?—I bought a farm called Bryncocyn, near Llangower.

7696. What did you do with this farm?—I lived on the farm for about 10 years, and within a few years after I had bought it, I sold it to Sir Watkin, and became a tenant of his afterwards.

7697. You sold the farm to Sir Watkin Wynn?—Yes.

7698. And remained with him as his tenant?—Yes; I forgave him, and he forgave me.

7699. Do you remember what happened in the year 1873?—I sold the farm on the condition of the offer of every farm in the neighbourhood that would become to let.

7700. Just tell us that again. I do not quite understand. In 1873 did you remove anywhere; did you leave?—Yes; but previous, when I sold the farm to Sir Watkin, I made an agreement that they were to offer farms that would be to let.

7701. On the Wynnstay at Llanuwchllyn, and they offered Plas Madoc, and so I removed from Bryncocyn to Plas Madoc in 1873.

7702. And what was the rent of the farm?—90*l*. It was advanced 25*l*.

7703. How long did you remain at Plas Madoc?—Ten years.

Chairman—continued.

7704. That brings us up to 1883, does it not?—Yes.

7705. Did you do any work on that farm; did you improve it?—Yes, I did.

7706. What did you do?—Well, I drained most part of it, and made a great deal of new fences and repaired the old ones, and manured it. As Mr. Wynn knows, it was in a wretched condition.

7707. Did you cart any materials for buildings?—Yes, all the materials. We built a new house, and a new shippon, and we had to rebuild all the buildings; a new cart-house too, and pigstyes—new ones.

7708. All this was done at Sir Watkin Wynn's expense?—Yes.

7709. Except the cartage?—Except the cartage.

7710. What did Sir Watkin give you for that cartage?—13*l.*, or something about 13*l.*; I mean, it may be 10*s.* more.

7711. How much do you think the cartage cost you?—Oh, I could not tell. I carried timber to the yard enough to fill the Canada Docks in Liverpool, I think.

7712. You think it cost you considerably more than 13*l.*?—Oh, yes.

7713. Have you ever asked for any reductions?—On that farm?

7714. Yes?—I asked for 10*l.* reduction, and they would not give it; Mr. Williams and Mr. Wynn; and Mr. Wynn had the face to tell me that it was not too dear.

7715. What did you do when the reduction was refused?—Oh, I left it.

7716. You are not on that farm now?—No.

7717. Whom was it let to afterwards?—It was let to Thomas Jones.

7718. At the same rent?—Thomas Jones was the succeeding tenant, and Mr. Wynn in a few years afterwards was "regenerated," and he gave a reduction of 15*l.*, and I hope he is made a son of God—a child of God.

7719. Had you any restriction on the farm as to selling off corn; could you sell the corn off the farm or not?—Oh, yes; we could not sell the straw, and we could sell the oats and the barley.

7720. And did you consider the agreement was harsh or not, or a liberal agreement?—It was the same sort of agreement on all the farms of Sir Watkin Wynn.

7721. What is your opinion of those agreements; do you think they were fair, and just, and liberal?—Well, they make the agreements on their own terms you see—the landlords. I have got a few other points. I will be only a few minutes if you please.

7722. Oh, say anything you like?—I wish to call your attention to a few points in connexion with land tenure in Wales. In the first place I will tell you the wages I paid 35 years ago. To a servant,—we call "servant" in Welsh "servant-man," not "woman—Gweision," they are called "servants" in our neighbourhood; but in English the word "servants" includes women; but the English language is only a mongrel language, you know. To servant, 4*l.* 10*s.*, now 15*l.* To a man servant, "Gwas" in Welsh, 9*l.*, now 25*l.* I give a contradiction to what Edward Edwards said yesterday. He said there was not much difference between the wages now and 30 years ago. It was a great mistake. If he had said 20 years ago, I would agree with him. Carpenter, 1*s.* 6*d.* per day; they are now paid 3*s.* 6*d.* Blacksmiths, shoemakers, tailors, charge nearly 100 per cent. more. Mole-catchers, 200 per cent. more; and our religion too costs us at least four times as much as it used to do, and in these rural districts nearly all are Nonconformists, hardly one per cent. are Churchmen; so we support two ministers. As I said, high wages are paid at present to farm servants, and by being economical a young man and woman can spare enough money in a few years to stock a farm, a thing which was impossible 30 years ago; and the quarrymen of Ffestiniog, too, get, or at least used to get, such high wages that so many of them are after farms. I know there are four neighbours to me who were farm servants; they are farmers now; and two quarrymen are farmers, the demand increasing every year and the supply getting less, as small farms were swallowed up in big farms. There are 28 small farms in the parish of Llanycil swallowed up in big farms; there are 120 cottages gone down in the parish of Llanycil and only 13 new ones built. This process has gone on to a very large extent in the five parishes of Penllyn. The result is, these big farms are not cultivated, and more demand for land. With such demand the landlord can make his own terms, and under such conditions, and taking all things into consideration, we cannot blame the landlords so much. If we tenants would be landlords I fear it would be worse, because when a tenant sublets a piece, he lets it for more a great deal than he pays for it; and the agent is paid by the landlord, and it is the duty of the employed to do as much as he can to his employer. On large estates, if the landlord and tenants would jointly choose the agent, and jointly pay the wages of the agent, the tenant could expect more consideration. In Llanuwchllyn on Sir Watkin's estate, the rent of every farm was advanced about the year 1840 by one Jones, of Llwydiarth Park. He had only one eye, and the tenants wished he had lost the other, and in succeeding years the rent was advanced when the landlord made a new building. Richardson, of Aberhirnant, imported Scotch farmers, but they could not live; every one of them went away in a few years. Everyone knows that a Scotchman can make a living if anybody can; but these Scotchmen could not make a living on the Aberhirnant estate. In consequence of these years of depression we keep as few labourers as we can, and we cannot afford to buy the manure that is necessary for the land, and in consequence the land is getting out of order, and in a few years it will be exhausted. We all are working farmers. The largest farm in this neighbourhood is Fron Goch, and I am sure no nigger in the Southern States works so hard as the tenants of Fron

Chairman—continued.

Goch. We work from 6 to 8 regularly, and sometimes in hay harvest to 9 and 10. We fare very hard. For breakfast we get "shot," which is ground oat-cake mixed with butter-milk followed with a cup of tea, with bread and cheese made of skim milk, a small piece of bread and butter, the butter hardly to be seen with the naked eye. For dinner, potatoes and butter-milk, a piece of bacon, or "Nefyn roast beef." "Shot" at tea-time, and porridge for supper. We sell all fowls and eggs to get groceries and soap, &c. I wish to say something about compensation for improvements made by tenants. The Agricultural Holdings Act is a dead letter in this neighbourhood. Some landlords give an allowance, others none. We cannot expect much while they can let them. If we starve a horse we cannot expect him to do his work. If the landlord will starve his tenants, it will be a loss to the landlord in the long run. In the feudal system the barons held the land in trust for the king and the State. If we could get a law to proclaim that the land was to be held in trust for the community at large it would be a benefit, and it is sure to come bye-and-bye; but, in the meantime, if we had a land court, and only Welsh to be its members, some from the highlands and others from the lowlands, it would be a good thing; but the English I shut out. The reason I shut the English out is, they do not know the nature of our land and what grows on it, and they do not know our climate. We get more rain than any place in the kingdom, I believe. We cannot give much manure, however, for the oats and barley, or else many a year it will lie down and be half rotten, and a heavy crop of hay will be half rotten. I believe all the trouble of this commission will be in vain without a land court. We cannot expect the landlords to forget number one; we cannot expect tenants to keep off when a farm is given up. Human nature must be changed before that event will occur. I do not expect these things till the Millennium, and the Lord knows when that will commence, I do not mean our noble chairman. One of the prophecies of Robyn Ddu says, that the time will come when the landlords, hat in hand, will be begging the tenants to take farms for what they can afford to pay for them. Several of his sayings are fulfilled, and I hope God this will be ulfilled.

Mr. *Richard Jones.*

7723. To what do you ascribe the present depression; what are the causes?—Well, I believe that it is to be ascribed to the large exportation of cattle from the States and other countries; and all the wool is brought from foreign countries, Australia and Buenos Ayres, and all those countries; they are all sent to England.

7724. You are not in favour of putting a duty on foreign produce?—Well, if I had my mind, I would.

7725. Which do you think it would benefit, you or the landlord?—Well, certainly it would benefit me if I got more price for the cattle.

Mr. *Richard Jones*—continued.

7726. Would it not enable the landlord to get more rent from you afterwards?—Well, I do not think he would try.

7727. You admit this, that the temptation would be very strong?—Yes, very strong.

7728. You talked about human nature just now. I suppose the landlords have a certain amount of it, have not they?—Oh, certainly.

Professor *Rhŷs.*

7729. What do you expect a land court to do for the farmers particularly?—To put a reasonable rent on farms.

7730. Fixed rents?—Yes.

7731. That is all?—And that would not affect good landlords at all.

7732. You do not want the good landlords to be interfered with?—Well, the land court might look over the farms, but it would not interfere with them if they let them reasonably.

7733. Have you talked with anybody about the land court?—Talked.

7734. Yes?—Probably I have.

7735. With other farmers, I mean; do they ever talk about a land court?—Well, they are in favour of it, everyone that I have been speaking with.

7736. Did you start the conversation about the land court?—I do not know whether I started it or not.

7737. Is it a topic of common talk amongst the farmers about here?—Yes.

7738. Or simply something from the newspapers?—All are in favour of it.

7739. And you expect the land court to put fixed rents?—Yes.

7740. Anything else?—Well, that is the chief point.

7741. With regard to cottages you mentioned that there is a very large number fallen down?—Yes, 120.

7742. In what parishes?—In the parish of Llanycil.

7743. Do not the houses at Bala, for instance, supply the want of cottages a good deal?—The cottages are too dear at Bala. They are from 6*l.* to 10*l.*, and a labourer cannot afford to pay so much. 50*s.* to 3*l.* is the utmost the labourer can pay.

7744. Well, what would you give him? Would you give him a garden or a small plot of ground larger than a garden? What is your idea of a cottage for a farm labourer?—Well, a garden would be enough, I believe, at the present time, because they have no time; they have to work till 8 o'clock in the summer, and until night in the winter, so they have time to cultivate only a small piece.

7745. Somebody yesterday mentioned ground enough to keep a cow?—I am not in favour of that.

7746. Not in favour of the cow?—No.

Mr. *Grove.*

7747. You say that a good many farm labourers live in Bala or thereabouts?—Yes.

Mr. *Grove*—continued.

7748. What distances would they have to walk to their work—about?—Well, some three or four miles.

7749. Would they walk that night and morning?—Yes.

7750. That is a very undesirable thing, is it not?—It is.

7751. And that you would correct by having cottages built on the farms?—Yes.

7752. Then you said in your paper—that elaborate document of yours—that the Agricultural Holdings Act was a dead letter?—Yes.

7753. Why has it been a dead letter?—Because it is at the option of the landlords to take it or not was it not?

7754. No. Did you see Sir Watkin about it?—Yes, Sir Watkin called us to Glanllyn.

7755. He called you there?—Yes, to sign.

7756. And he conferred with you?—But he did not wish to be under the Act, so he was not under the Act; do you remember, Mr. Wynn?

7757. You signed yourself out of it. I suppose you mean the clause as to the notice, as to whether it should be 6 or 12 months. That was the clause probably you were alluding to?—It is only six months about here.

Mr. *Seebohm.*

7758. As to the 120 cottages that you said had been destroyed in this one parish, within what period was that?—During a period of 30 or 40 years.

7759. Forty years?—30 or 40, I am not sure. I have got a paper here made up.

7760. That would be just about the same period as the great rise in the value of labour. You said 30 years ago the labourers were not getting nearly so much as they are now?—No.

7761. So that with their higher wages, part of their higher wages—the value of it—is destroyed by their having to go elsewhere for their cottages?—Yes.

7762. Is it not a fact that your farmers are not in the habit of employing many labourers? It is generally a man and his family employed on the farm?—As little as we can at present.

7763. Were there more labourers employed in old times?—Oh, yes. Within these few years we have got of course nothing by our produce.

7764. But still the labourer gets a higher wage?—Yes. There is a man here who paid 10*d.* a day for hay-making, and now it is a pound a week.

7765. And do you think they get too much?—Well, they get too much, or else we get too little.

7766. You say you want a land court to arrange between you and your landlords what your rents ought to be. Do not you think the tenants might say they wanted a court to fix the wages?—To fix the wages! Well, I believe it will find its level, because I will tell you the servants are very scarce. They can ask as much as they like almost for their own wages, because they marry when they get the first offer.

7767. It is a question of supply and demand after all, is it not?—Yes.

Mr. *Seebohm*—continued.

7768. And so if there was a land court, it would have to be very much a question of supply and demand?—I do not think you could regulate the wages.

7769. No; but even with rents, would it not be found just the same with rents; must not they, after all, be fixed according to the laws of supply and demand?—Yes.

7770. So that if there was a land court, if there really is what is called "land hunger," and there are so many persons here applying for farms whenever they become vacant, do you think that the land court, after all, would be able to fix rents much lower than they are fixed by the law of supply and demand?—We hope so.

7771. You hope so?—Yes.

Sir *J. Llewelyn.*

7772. What farm was it you were in when you were Sir Watkin Wynn's tenant?—Pandymawr.

7773. You told us about Bryncocyn?—Yes.

7774. Was that a farm you bought?—Yes.

7775. And sold afterwards?—Yes. I was tenant at Bryncocyn.

7776. Was it your own at one time. You say you bought it. Were you a freeholder of Bryncocyn at one time?—Yes.

7777. Were you better off as a freeholder?—Well, I had a mortgage on it. I was not a freeholder in the true sense of the word.

7778. Were you better off at that time or as a tenant farmer?—No, because interest was so high.

7779. Then afterwards did you sell it to Sir Watkin Wynn?—Yes, I sold it.

7780. And then remained on as a tenant?—Yes.

7781. Did you have an agreement with Sir Watkin?—I had.

7782. We saw some of those agreements on the table yesterday. According to that agreement, had you any right to unexhausted improvements?—I believe there was, after Mr. Wynn came to the agency.

7783. You did some draining?—Yes.

7784. New fences?—Yes.

7785. And some carting—hauling of materials for building?—Yes.

7786. Did you get any compensation for that when you left the farm?—No. All I got was to sell corn out by public auction, and that was accounted for all the improvements.

7787. Was that from the landlord or from the incoming tenant?—Oh, it was settled by Mr. Williams and the incoming tenant.

7788. You do not think that any English people would be good judges of the condition of agriculture in Wales?—If they had lived here they would.

7789. It requires practical experience?—Yes.

Mr. *Griffiths.*

7790. You said just now that you were not in favour of labourers keeping a cow. What

Mr. *Griffiths*—continued.

are your reasons?—It would hinder them. It would take time in the hay harvest.

7791. But a woman and children could look to the cow?—Yes.

7792. Do you not think a little milk would be nice to rear up a family?—Well, if they had cottages, I consider they could get plenty of milk.

7793. The gentlemen who were here yesterday were in favour of having a cow for every labourer?—Yes.

7794. And the means of keeping them in the country instead of flocking to the towns?—Yes.

7795. Do you think it would be the case or would not be the case?—Well, if they have allotments, they would like to have a good farm, and the tenant would like to have his best land, and the poor land would not do for the labourer. There would be a great difficulty.

7796. You gave us an account of the wages you paid the labourers, the carpenters, and the mole-catchers, just now?—Yes.

7797. Can you also give us the prices of cattle, sheep, and wool, and those things that you sold at that time? You are taking more money for them now, I suppose?—Yes.

7798. In proportion to the extra money you pay for labour?—In one year we took five yearlings to a fair; we were offered 3*l.* for them; 3*l.* was the price then. Well, I believe butter was about 8*d.* then, and wool about 8*d.* I believe, or something about that.

7799. Thirty-seven years ago?—Thirty-five years ago. Prices were very low.

7800. Quite as low as they are now?—Just the same.

Mr. *Brynmor Jones.*

7801. You said that your family had been tenants of the farm as to which you received notice to quit in 1859 from the year 1815, I think—from the battle of Waterloo you said?—My relations?

7802. Yes?—Yes. They lived at Gwernhefin then, and they were removed by Sir Watkin Wynn to Pandymawr.

7803. Taking the second farm, which is the one in which I understand you were in 1859, was it not?—Yes.

7804. Do you recollect what rent was charged first of all for that farm?—It was 51*l.*

7805. How far back was it 51*l.*?—And it was advanced to 57*l.*

7806. How many advances were there before 1859?—Well, I do not remember that.

7807. You only remember one advance?—Yes.

7808. I understood you to say there is a general feeling in this district in favour of the establishment of a land court?—Yes.

7809. Is that so?—It is so.

7810. I think also you said that one of the main purposes for the land court would be to fix rents as between landlords and tenants?—Just so.

Mr. *Brynmor Jones*—continued.

7811. Do you mean by that that a rent, what might be called a judicial rent, should be fixed by it for a number of years, say 15, or do you mean that the rent is to be fixed from time to time upon a fair basis?—Well, from time to time, according to the prices.

7812. Do you mean according to the average prices of all produce, or would you pick out one particular product as a typical product?—All products.

7813. Then your idea of a land court would be this, that when the tenant finds it somewhat difficult to pay his rent, and the times are not so good owing to the falling in the prices of produce, that the tenant should go to the land court and bring his landlord before the court, and then get the land court to fix his rent?—Yes.

7814. Would you do that before the ensuing year, or would you do it in respect of the past year?—Well, they might do it for a few years. It is not necessary to change every year.

7815. No?—Well, for the past year.

7816. Then supposing the landlord was dissatisfied with the decision of the court, and he gave notice to quit, what would you say then? Would you suggest that the court should have any power to fix a term during which the rent should remain, during which the tenant should have it fixed, or not?—I want the law to make the decision of the land court binding—to bind the landlord and tenant.

7817. I thought you said to Mr. Seebohm that your idea was not that the land court should be employed for the purpose of procuring fixity of tenure, but simply for the fixing of the rent?—Yes; the fixing of the rent is the chief point.

7818. Supposing that a court were established, and the landlord gives a notice to quit at the end of the next six months or at the end of the next year, is it any good to fix the rent for the future?—They ought not to have the power to do it without some reason.

7819. Then the sort of court you are thinking of is a court which is to have the power of prohibiting the termination of the tenancy except for some reason?—Yes.

7820. Bad cultivation, for instance, or non-payment of rent?—Yes.

7821. And that sort of reason?—Yes.

7822. You referred to the condition of the labourers' cottages in the country; how do you account first of all for the cottages being allowed to get into this ruinous condition, and not being rebuilt and relet and so forth? Does it not pay the landlord or tenant farmer to keep them going?—Well, the tenant farmers cannot afford to build cottages, and the landlords do not wish to do so.

7823. The landlords do not wish to do so?—No.

7824. Then how do you suggest the deficiency of cottages might be provided for?—Well, if the landlords were to build small cottages, that they might let them for 50*s.* or 3*l.*, and they would be taken freely.

Mr. *Brynmor Jones*—continued.

7825. Has it ever occurred to you that some public body might be given power to acquire land to build labourers' cottages on, and have power to let the cottages?—Well, I do not know, Sir.

7826. Take the County Council, has that ever been talked over amongst you?—No.

7827. Whether the County Council might not be allowed to acquire power to take land for the purpose of building the cottages?—We had a great mind of the County Council at one time, but not so much now.

7828. How do you suggest the deficiency of cottages is to be made up?—Well, if the landlords would be so gracious as to build cottages.

7829. But I suspect it is very much with the landlords as you say it is with the tenant farmers; they do not find it pay, the cottage property does not pay they say?—I do not think they would get much interest for their money, but they may sacrifice a little for the benefit of the community.

7830. Then you are inclined to admit, are you, that it does not pay the landlords in the most wretched cases to build cottages now?—I do not think they would get much interest.

Lord *Kenyon.*

7831. You say you think the landlord ought to sacrifice a little to benefit the community, do not you?—Yes.

7832. Do you think the landlord would be likely to be encouraged to do this if you set up a land court to fix his rents and say he is not to do this or that by law? I mean to say, if you say he cannot do anything without the consent of a land court, do not you think it is a little hard on him?—I think the good landlord would be benefited by the land court.

7833. It would be a benefit to the landlord?—Yes, if the land court were established.

7834. But the landlord does not think that?—Because the landlord could let it very reasonably. I think ultimately he would be benefited by the land court. He would get more rent.

7835. You think he would get more rent?—Yes, I believe so.

Chairman.

7836. Mr. Evan Jones wishes me to ask you this question: "Having a deficiency of cottage "accommodation, could you say what the "cost of erecting a cottage, including the cost "of land, would be"?—For a labourers' cottage?

7837. Yes?—Well, I daresay it would be 60*l.*

7838. "And what return could be expected "for the outlay with the rents the cottage "would fetch in the rural districts"?—50*s.* to 3*l.*

7839. That would be 3*l.* interest on an outlay of 60*l.*?—Yes, without the purchase of the land.

Lord *Kenyon.*

7840. Will you build me a cottage for 60*l.*?—[No answer.]

Chairman.

7841. There is a question put by Mr. Vincent, "What was the date at which Mr. Wynne reduced the rent of your successor"?—In a few years after he took it; I cannot say; three or four years perhaps.

7842. "Were times then better or worse than when he refused a reduction to you"?—A little worse. When I departed it was a very good time, but the year before was very bad, and it went worse afterwards a little, and I heard that Colonel Hughes had reduced 9*l.*, and so the reduction is 24*l.* now, and I only asked 10*l.*

7843. "You say you carted an enormous "quantity of material supplied by Sir Watkin "for buildings on your farm"?—Yes.

7844. "And that 13*l.* was too little for you to "receive; can you tell me how much extra rent, "if any, you paid Sir Watkin in respect of his "expenditure"?—It was 250*l.*, I believe.

7845. Did you pay any extra rent on account of these new houses and buildings going up?—The rent was advanced before I got there 25*l.*

Lord *Kenyon.*

7846. You did not pay anything extra to Sir Watkin on account of those buildings, did you?—No.

The witness withdrew.

Mr. JOHN MORRIS JONES called and examined.

Chairman.

7847. Will you tell us where you live?—At Caer Gai, in the parish of Llanuwchllyn.

7848. You are a tenant on Sir Watkin William Wynn's estate?—Yes.

7849. Has your family been long on the estate?—Yes; my grandfather was there on that farm.

7850. When did your father succeed your grandfather?—I believe it was in the year 1841.

7851. Why did your grandfather give up his farm?—Because he was losing money on it.

7852. At what yearly rental?—140*l.*

7853. Perhaps you would like to take your statement and read it. Tell us what happened

Chairman—continued.

in 1860 when your father took the farm?—My father took the farm first in 1841 or 1842, I am not quite certain. He succeeded my grandfather to the holding. In 1860 my father's rent was advanced to 155*l.*; it was reduced again to the old rent in 1866 I believe, or 1867.

7854. That was 140*l.*?—Yes. There were two holdings, Caer Gai and Waen Bryncoch. One was an upland or old allotment enclosed in. My father lately used to sublet Waen Bryncoch, I believe for 27*l.* a year. In 1872 the landlord took Waen Bryncoch over and he let it himself, I think for 33*l.* a year, and put another holding in its place called Tyn-twll, which was highly

Chairman—continued.

rented at 33*l.* itself, and put the two together at 160*l.* Belonging to this farm there was another small allotment which was detached from our holding and my father sublet that again at 4*l.* to a neighbour. In a year or so he had a notice to quit, and they took that small allotment off and relet it themselves, and they did not allow us anything. In another year or so he received notice to quit again a small shippon and they took off about an acre or a quarter of an acre, or something like that, with it. In June, 1882, my father died, and I being the only one of the family remaining with him, was made executor, and having been brought up as a farmer, I was anxious to keep my home. I had to wait for some time for an answer of any kind, and when the answer came, the terms were these: I might have it for a year at the old rent, or I could have it at an advance of 40*l.* per annum, with a hint that, possibly, after rebuilding (all the buildings being in a very bad state) there would be another addition to the rent, but if I kept it for the old rent for one year, I would not be allowed to plough any grass land up. I believe we never used to plough above 15 or 20 acres of the holding, and if I went away with only that stubble in the yard I would be a great loser. In 1865 I told the agent it was impossible to make the rent. He allowed me 30*l.* I had paid for improvements, and advised me to stick on, as he thought things were certain to improve. But I have not seen any improvement yet. After this, 10 per cent. of the rent was returned for a short time. Two years ago I saw it was useless waiting and wasting my time for worse than nothing, and I applied to the present agent, Mr. Morris, to ask Colonel Hughes if he would walk over my holding. Colonel Hughes and Mr. Morris went over it carefully, and the result was that they reduced my rent by 50*l.* a year. At the present rental, should the market improve, I trust to make both ends meet.

7855. At the present rental you think you can make both ends meet?—If markets improve, as I trust they may. I should like to make the remark that I have drained about one-third of my holding, made a lot of new fences, and carried the haulage for the buildings, which were in a tumble-down state when I began.

7856. You paid for the haulage?—I did it myself.

Lord *Kenyon.*

7857. Have the buildings been rebuilt?—Yes. They were tumbling down.

7858. Is it not the custom, as a rule, in this part of the country, for the tenants to haul?—Yes, but they think it is not right.

7859. How is the haulage to be done if the tenants do not haul?—Well, I believe they ought to pay the tenant for it, because the tenant must quit at a year's notice.

7860. Is it usual to charge any percentage on rebuilding?—I believe it has been done, but I was advanced before they built anything.

Lord *Kenyon*—continued.

7861. They did not charge any percentage?—Yes, they did before.

7862. Before they were built?—Yes, they put 20 per cent. on, or a little more, before they began building.

7863. The advance of rent had really nothing to do with the buildings; it was put on before the buildings were put up?—Yes, but the buildings were talked about before I took the holding and I just had a hint there might be another advance too.

7864. You did not get another advance?—No.

7865. Instead of that you get a reduction of 50*l.* a year now?—Yes, I have now.

Sir *John Llewelyn.*

7866. Do you not consider that you are sufficiently protected by the Agricultural Holdings Act?—Well, really I do not think we know much about it here.

Mr. *Seebohm.*

7867. Is the reason that you do not understand the Agricultural Holdings Act chiefly the fact that the Acts which are in English are not commonly read by the people who only speak Welsh?—Well, I believe that is one cause; that it is not generally understood, and I do not think there is anything to be added if we did understand it—that is my impression of it. We are signed out of it.

7868. When you say signed out of it you only mean in certain particulars, do you not. You do not mean that you are signed out of the whole thing?—Well, I do not understand the Act myself—I cannot answer you.

7869. Do you think that what is done by Government for the benefit of farmers, or for the benefit of labourers is known in these districts throughout the country. If an Act is passed like the Allotments Act, or anything of that kind, is it known all over the country at once through the newspapers?—Well, we have a sprinkling. Lawyers turn it every way about, you see, so that we could not interpret it.

7870. Do you not think it would be better that all these Acts of Parliament which affect your neighbourhood should be translated into Welsh and be exposed or easily sold at the post office?—Well, I do not know. I believe an Act of Parliament if put in Welsh would be very hard to understand.

7871. But still you want an Act of Parliament with regard to judicial rents, for instance—I do not know whether you do personally, but we have had that put in evidence. If an Act of Parliament was not understood, would it not come to nothing, like these other Acts?—I do not think so. If there was some good benefits that must come I am sure we should very soon know it.

7872. Well, it was supposed that the Agricultural Holdings Act gave that benefit, and you do not seem to know it?—I do not think it does give any benefit to us.

Mr. *Grove.*

7873. Have you no farmers' club in the district. It is easy to have a farmers' club, is it not?—We have not any.

7874. Is there no combination amongst farmers in this part?—No. Well, we have the Agricultural Show once a year.

7875. You have no farmers' club, the same as we should have in South Wales, for instance?—No.

7876. If you had it would be one means of getting information, if you had a good secretary to let you know about such Acts?—That might be so.

Professor *Rhŷs.*

7877. Do I understand rightly that you are under the impression that the landlord can contract himself out of the Agricultural Holdings Act?—Yes.

7878. That is generally the belief?—Well, that is my belief, whatever.

7879. Let me read to you clause 55—"Any "contract, agreement, or covenant made by a "tenant, by virtue of which he is deprived of "his right to claim compensation under this "Act in respect of any improvement mentioned "in the first Schedule hereto (except an agree-"ment providing such compensation as is by "this Act permitted to be substituted for "compensation under this Act), shall so far as it "deprives him of such right, be void both at "law and in equity." Have you ever read that?—No.

7880. Do you understand it now?—Well, I do not know. I have been reading cases on the Act, and they seem very unfair. I would not like to make any claim under it.

7881. It seems to me that you are afraid to make your claims under the Act; is that so, or do you think it is not worth while?—Well, I think it is not worth while myself under that Act.

7882. Why?—Well, a lot of our land is in such a poor condition that if we made a claim for a little improvement on pieces, the landlord might counterclaim on the other waste land, which has not been done, and then we should be out.

7883. How could he do that; the whole matter would be under a valuation, would it not?—Yes, but I have seen it at the sessions, when only one field was not cultivated properly a farmer did not get any benefit for all his improvements.

7884. You are afraid of the counterclaims; that is what it comes to?—Yes.

Mr. *Richard Jones.*

7885. You say that your father's rent was advanced from 140*l.* to 155*l.* a year in 1860, and that it was reduced in 1866 down to 140*l.* Can you offer any explanation for that rise and fall?—Well, I can only say I heard him saying that it was advanced because he stopped at home instead of going to vote.

7886. That was in 1859?—Yes, that was in 1859, and was reduced again because he said he would go.

7887. Did he go?—Yes.

7888. For whom did he vote?—I do not know; I was too young. I believe it was for Mr. Wynne, the Conservative candidate.

Mr. *J. M. Griffiths.*

7889. Do you not think that the tenants who do hauling for the landlords are to blame that they do not enter into some agreement with the landlord with regard to the haulage if they leave their farms?—I do not know how to answer you. I do not think a contract between a tenant and the landlord is quite a free contract. We cannot demand what we want; we must take it as it is.

7890. Still you ought to insist upon your rights when you enter into an agreement with him. It is not supposed that you are going to spend your money without having some security that you are to live on the farm?—Yes, but we are to do it or leave. How can we press and insist upon a thing that we cannot demand—we have to do it or leave.

Mr. *Seebohm.*

7891. I should like to ask you a question following upon that: Supposing you had a land court, and supposing that land court reduced your rents, would it not increase the competition for farms if the rents were made lower?—I do not think so.

7892. There are a great many people, we understand, always competing for a farm which is to let; is that so?—Quite so.

7893. If the rent of that farm was less than it is now the competition would be increased would it not?—A new tenant is almost always willing to give any rent for his holding the first time.

7894. But is it not the fact that there are so many persons wishing to get a farm which is to let. One of those things which puts you in the position that you are afraid of doing anything against your landlord's interest, or bargaining with him, is because you know that there are so many more who would step in on any terms?—Yes, quite so.

Chairman.

7895. This is a question put in by Mr. Vincent: "Was a new house built for you at a "cost of from 700*l.* to 800*l.*"?—I do not know the cost.

7896. You do not know what the cost of the house was?—No.

The witness withdrew.

Mr. Robert Pierce Roberts called and examined through an interpreter.

7897. The interpreter translated the following statement of the witness into the Welsh language, and it was afterwards read in English:—

"Evidence of Robert Pierce Roberts, farmer, Bryn Corwyn, Llanuwchllyn, tenant of Sir W. W. Wynn.

"My father refused to vote in the 1859 election. His rent was raised from 70*l.* to 75*l.*

"In 1892 about 60 of Sir W. W. Wynn's tenants made an application for a reduction to Sir W. W. Wynn's present agents, Colonel Hughes and Mr. Morris. Sir Watkin promised to consider the case of each farmer separately (I can produce his answer), and his agents re-valued or are re-valuing the holdings. They reduced my rent from 75*l.* to 62*l.*"

Mr. *Richard Jones.*

7897*a*. Do you know if, when your father's rent was advanced in 1859 from 70*l.* to 75*l.* any reason was stated?—I did not hear him say so.

7898. You say that in 1892 your rent was reduced from 75*l.* to 62*l.* on a re-valuation made by the present agent. Are you satisfied with that reduction?—I am content with that re-valuation.

7899. Supposing that prices go down again in another year, and that you do not get a reduction, are you prepared to give your farm up?—I have spent too much money; I could not give the farm up without losing.

7900. Therefore, in that case, you are not able to contract with the landlord on equal terms?—We have agreed now.

Professor *Rhŷs.*

7901. I do not think the witness understood the question as put, and I should like the interpreter to put it again. (*The question was again put to the witness*)?—Well, it is a difficult question to answer, I should think, here. We have agreed now, and I have determined to try again.

Mr. *Richard Jones.*

7902. But you do not feel yourself free to leave the farm because of the money you have expended upon it?—No.

Mr. *Richard Jones*—continued.

7903. What remedy do you suggest?—If I chose to leave I should like to get that which is fair for what I have spent.

7904. You want full compensation for all improvements?—Yes.

Mr. *Grove.*

7905. Did you give us the acreage of your farm?—About 85 acres.

7906. What rent?—62*l.* now.

7907. And what sort of land is it?—A variety—different kinds of land.

7908. Is there much rough land about it?—Yes.

Mr. *Seebohm.*

7909. You stated, I think, that you believed that the rent was raised up to 75*l.* on account of your father not voting the right way?—He did not vote at all. He refused to vote.

7910. You consider that as a reason for the raising of the rent?—That was what I believed.

7911. That was in what year?—1859.

7912. Do you remember the time?—No.

7913. So that it is a tradition in your family?—Yes.

7914. Can you tell us whether you consider that that is quite a thing of the past—that there is now on the estate nothing of the kind?—I believe so.

7915. Both politically and religiously?—I think so.

Mr. *J. M. Griffiths.*

7916. Do you think the reduction in the rent is equal to the reduction in the prices of cattle, sheep, and corn?—I do not think so.

7917. Would you like to have some court to appeal to in respect of this matter to settle rents?—I think it would be very beneficial.

7918. What is the nature of your farm?—We plough a part, and we have hay on another part, and we keep milking cows.

7919. Do you employ servants?—Yes.

7920. Who does the milking?—The servants and I.

7921. The boys or the girls?—The boys for the most part.

7922. Do you find any difficulty in getting any hands to milk?—No.

The witness withdrew.

Adjourned for a short time.

Colonel Hugh R. Hughes called and examined.

Chairman.

See 7532–7542.

7923. Colonel Hughes, you are agent to Sir Watkin Williams Wynn?—Yes, my Lord.

7924. You have heard the evidence of some of the tenants on the Wynnstay estate and the other estates. Is there anything you are desirous of speaking to on that evidence?—Yes. I was appointed chief agent to Sir Watkin in

Chairman—continued.

February 1888, and during the following year I worked this estate in connection with Mr. Williams. In February 1889 Mr. Williams gave three months' notice of his intention to resign the agency. He had previously spoken on the subject, saying that he had some intention of doing so, and on the 9th of May following he

Chairman—continued.

ceased to act. I received most particular instructions from Sir Watkin that Mr. Williams was henceforth to be on the same footing as the other tenants on the estate. On the 29th of September in the same year the usual notice to quit was served upon Mr. Williams with a view of coming to fresh terms. In May 1890, to the best of my power, I made a most careful survey and valuation of the farm. I fixed the value at 450*l.* 13*s.* 1*d.*, which was exactly worked out. Mr. Williams was extremely annoyed about this, and he made a valuation himself, which amounted to 398*l.* 10*s.* 7*d.* I am prepared to hand in the particulars of both of those, if your Lordship thinks fit. Mr. Williams insisted that I was very much out in my valuation, and naturally I felt anxious—I was very anxious to do justice to the case—and I sent Mr. Smith of Llanbrynmair, who is one of Sir Watkin's local agents, and has had 20 years' experience in the management of estates and land and knows the nature of Welsh land. I sent him over, and I gave him the most strict instructions as to how his valuation was to be made, that he was to keep it down, and it was to be made on the intrinsic value of the land. I will hand in, with your permission, a letter that I wrote to him with those instructions. He went over and made a valuation according to those instructions, which amounted to 453*l.* 3*s.* 10*d.* The matter was held in abeyance for some months then. In the spring of 1891 Mr. Williams took Mr. Rigby, of Sutton Weaver, in Cheshire, a well-known valuer and agriculturist, over the farm. I afterwards met at Chester, Mr. Rigby, Mr. Williams, Mr. Smith, and Mr. William Morris, the resident agent here. Mr. Rigby said he could not object to my valuation, but of course he wished to make the best terms for his client. I repeatedly told Mr. Williams that Sir Watkin's wish was that the whole question should be thrashed out, and that whatever was found to be due to Mr. Williams for any improvements, or whatever he might bring forward, was to be paid at once. This Mr. Williams declined to agree to. I adhered to my statement, and I said that that would be the rent of the farm. There had been an allowance made to Mr. Williams of 25*l.* 10*s.* per annum, part of moneys that are received annually by the estate from the Shropshire Union Canal Company. The valuation that I made was independent of the damage which may or may not have been incurred by the backing up of the lake, but for the sake of peace, as my predecessor Mr. Owen Wynne had given him that, I said that I would also allow that out of the rent. Mr. Williams still stuck to it that he had had the rent raised twice. He appealed to Sir Watkin, and I have Sir Watkin's reply to his appeal, which, with your Lordship's permission, I will read:—"Dear John "Williams, I regret that, owing to having been "away from home so much lately, I have been "unable to answer your letter of October 4th "sooner. With reference to the rental of the "land you occupy, your statement that the rent

Chairman—continued.

"was raised in 1867 at the time of your father's "death and again last year, is quite correct, "but I must remind you that when you took "the farm on your father's death, the said farm "was worth considerably more money than "when he had occupied it, owing no doubt in "a great measure to the energy and care he "had bestowed upon it. In 1867, on your "becoming tenant, the rent was raised 73*l.*" That valuation was made by a man whose memory we all look back to, he was a real good valuer of land, who knew his business. That was the late Mr. William Jones. This in his own handwriting is the valuation made (*handing valuation in*).

7925. What is the amount?—It is an increase of 73*l.* per annum upon his father's holding. It was raised 73*l.* Sir Watkin's letter goes on—"But in consideration for what you had done "on the farm this sum was given as an annuity "to his widow (your mother) by my predecessor, "and continued by myself up to the date of her "death in 1890, making a total of 1,750*l.* In "1867 you became agent at Glanllyn, and in "that capacity occupied your house and land on "a different footing to ordinary tenants. In "1889 you resigned the agency, but wishing to "retain your present land and house (the estate "agent's house for Glanllyn estate), necessitated "in the first place my building a new house for "the agent, and consequently under the special "circumstances of your case, I had to consider "the position for the future in which you would "hold the house and land, and therefore requested "Colonel Hughes to go over and value your "farm. This he did most carefully, the result "showing your farm to be worth the rent you "now pay for it. You must also remember "that, on your objecting to Colonel Hughes' "valuation, you called in Mr. Rigby to value "the farm in your interest, which he did, but "had no fault to find with Colonel Hughes' "previous valuation. I think these facts prove "that your farm is not over-rented. Now, as "to granting you a substantial reduction in "rent, your farm having been so lately valued, "I regret I cannot see my way to give "it you, beyond a temporary return which I "intend to make to my tenants in consideration "of the extremely low prices stock have realised "this year. As to being not acquainted with "facts you mention in your letter, referring to "work you have done, I am fully aware of all "that is going on on my estate, and with "reference to the management of it, nothing is "done without the matter being laid before me. "I thoroughly sympathise with you when you "say you have lost heavily on your farm last "year, and can only deeply deplore the causes "which have so hampered the agricultural "interest of late. Yours truly, Watkin Williams "Wynn." With regard to the rent fixed, I, of course, only stand here to be corrected by those who know better than myself, but Mr. Williams objected to that rent, and I have taken out of the rent book the rents of six farms which

Chairman—continued.

surround Gwernhefin. This I beg to submit to you (*handing document in*).

Chairman.

7926. Is that all you wish to say upon that?—Well, I think I had better finish. The letter I alluded to was this—the terms of the instructions given to Mr. Smith. They were written by me on the 6th of August 1890. "Dear Sir, I shall feel obliged if you will go "carefully over Gwernhefin. I want to arrive "at *this*—what is the farm worth to a new "tenant. Mr. Williams insists upon it that I "wish to value it *upon his improvements.* "Such a charge has never before been made "against me. I have valued upon what I "consider the intrinsic worth of the land; and "Sir Watkin wishes that any claim, if such "there be, should be threshed out and settled." I wrote to Mr. Williams in these terms, on the 19th May 1890, after receiving his valuation: "Dear Sir, I have analysed your figures against "my own, and I find that, as regards the body "of the farm, I am below you. The figures I "have put on the grass land I *adhere to.* With "regard to the "Rhosydd" (in which you have "included some odd pieces which do not come "under that category) my instructions from the "Wynnstay office were that in consideration of "the improvements made by your father, 73*l.* "per annum was paid to the late Mrs. Williams "for her life." I go on to say that I would lay the matter before Sir Watkin. Mr. Williams adheres to it, that the improvements and all were his own. Sir Watkin was most implicit in his instructions to me about this matter; and he told me all along that he would have it out, and that he wished to know everything. I then wrote to Mr Williams: "As I have understood "from you all along that it is your wish to "come to an understanding, and to retake "Gwernhefin, I now write to say that I am "prepared to let the farm at 450*l.* per annum, "on the usual conditions; and, as I have before "mentioned to you, if you consider you have a "claim against Sir Watkin for improvements, "I have his authority to say that he wishes to "have the thing threshed out and settled." Mr. Williams all along declined that. He said, "I cannot make a bill against Sir Watkin." I said, "Mr. Williams, there is the Agricultural "Holdings Act," and he said, "I cannot go on "that—I cannot give you notice." I said, "I "waive all formalities, I put that on one side; "I want peace; I want the thing put right, and "I will waive all objections of that kind." This was said at the Grosvenor, in Chester, in the presence of Mr. Rigby, of Sutton Weaver, Mr. Smith, and Mr. Morris. I said to Mr. Williams: "Sir Watkin wishes the thing cleared, and he "wishes to have it all out." He said, "No." I said: "I will waive all objections, I will "put you under the Act, and we will pay it." Mr. Williams' very strong point was that he was under no advantages in farming here. The

Chairman—continued.

evidence of William Jones, Sir Watkin's head woodman, who is prepared to come into this box, is this, that Mr. Williams was in the habit always, when he wanted them, of taking the estate men for his own farm work. Well, we all know that even if you can put your hand on men at the proper time, we who farm know what we have to pay, and these men were always taken when they were wanted for hay and corn harvest in suitable weather, and returned to Glanllyn in bad weather. The men were also employed in singling, cleaning out, and raising turnips. They were not paid harvest wages, but if overtime was worked they were paid for it, with an allowance of bread and cheese and beer. Their ordinary wages would be including overtime (I believe the standard is 15*s.*), 16*s.* or 17*s.*, perhaps more, per week, whereas harvest men would get at least—we have heard that to-day here—a pound and over per week and their food. Then it is the duty of the head woodman to make out the sheets every fortnight, and he is prepared to show you the quantity of draining that was done by Sir Watkin's men on the estate. Of course, Mr. Williams did some, but they, on the other hand, did a great deal. I submit that you cannot call a man under ordinary terms who has those advantages. Here I leave that matter. If you wish to see them, I am prepared to place all these papers before you. I wish to confine, with your permission, what I have to say entirely to what has happened during my time, when I am accountable for it; I do not want to make a remark or say a word about the past. I have too great repect and veneration for the memory of the late Sir Watkin. Whatever I have done I will account for. I will not go back. With regard to what has been said here to-day with respect to the other tenants, about 60 or so of them, there was a petition made to Sir Watkin to have the rents adjusted, and at the audit in 1892 I sent a letter, by the direction of Sir Watkin, to Mr. William Morris, which was read to them, to say that he wished every tenant to be on fair terms, and, if any one of them had any cause of complaint or anything to mention, it was to be brought to me, and I was to deal with it. I was unable to do all I should last year; it so happened I was not very well, and could not get about as much as I used to, but this year I have done it; and to the best of my power dealing with the matter just as it was; I have gone over, I think, 52 farms, every field on every farm. Those valuations, when I give evidence in chief for Sir Watkin's estate, I shall be happy to lay before you, if you think fit. As to talk of what may be in the future, I think that is a very wide field; we do not know what may happen. But I took the valuation honestly on a field to field valuation. Out of the 52, practically, I believe 48 have already acceded to the terms. I do not wish to add anything more, or to say a single word about anything except what has happened during the time that Sir Watkin has thought fit to entrust me with his confidence.

Mr. *Brynmor Jones.*

7927. Just one or two questions upon this table that you have put in. As I understand it, you give here the acreage of six farms and the rental, and working it out so as to get the average price per acre, it seems that the price per acre in each case is higher than the price which Mr. Williams fixed on his own farm. Do you understand me?—Yes; it is higher than what I fixed upon the farm, those rentals being fixed by him under the direction of his superior.

7928. Yes; then if Mr. Williams is right in his view these farms are too highly rented?—I have dealt with them all separately. I do not think I am called upon to answer that question now, but I am prepared to do it. I have taken each farm on its own merits as I found it, and have not looked at the rents before.

7929. If you do not think you are called upon to answer the question you must do as you like?—I do not wish at all not to do so.

7930. The inference that I draw from what you say is this, that Mr. Williams was rather a good agent at raising the rents?—If you will excuse me, I do not wish to remark upon anything that took place before my time. Those are facts. I will deal with facts.

Very well then. I have no more questions to ask you upon it.

Mr. *Griffiths.*

7931. In valuing the farms which Mr. Brynmor Jones has spoken of, are they on an average the same quality of land as Mr. Williams's?—Oh, dear no. They are valued on their own merits. Gwernhefin Farm is a very well-known farm. Put me out of the question altogether; there is not a cattle dealer or a farmer on the whole district who does not know what that land will do. It is well known; it is an extraordinarily good farm. There is more beef turned out from there than from the farms around; that is the fact. Please to put me out of the question. Any cattle dealer or butcher, or anyone in the whole country, will give you the character of that farm.

7932. Does he hold any mountain land at all?—He has a sheep walk in addition.

7933. You know that at the present time farmers are suffering very much from this depression?—I do, indeed.

7934. Have you any remedies to suggest?

Mr. *Brynmor Jones.*

Colonel Hughes is only called now to answer this one point.

Mr. *Griffiths.*

Then I will not pursue that.

Sir *John Llewelyn.*

7935. The valuations of the 52 farms that you speak of are made upon the present prices, Colonel Hughes?—I submit that they are.

Sir *John Llewelyn*—continued.

7936. That is your valuation?—It is.

7937. Made this year?—Yes. Out of the lot over 40 were made in the month of May. They have the 15 per cent. also returned out of those amended rents now under the present depression.

7938. Fifteen per cent. out of the present rents?—Yes, as it is now.

7939. You told me that 48 out of the 52 have been practically accepted?—They have.

7940. With regard to the other four, have you anything to tell us; are they *sub judice* or are they rejected?—I have not seen them myself personally, but I hope to shortly. I shall be prepared to discuss the matter with them.

7941. Quite so. It is not yet finally decided one way or the other?—No.

7942. Am I right in that?—Quite so.

7943. Would you mind telling me once more the words which I took down in this way, that Sir Watkin's wish was this, that it should be what the farm is worth to a new tenant?—Quite so.

7944. Those were your instructions with regard to the valuations?—Yes, instructions—special instructions.

7945. And that Sir Watkin wishes to thresh out and settle all questions of improvements by an outgoing tenant?—Certainly.

7946. Would you mind referring to your notes, and just telling me precisely the wording of that? Perhaps I have it correctly, but I took it down rather hurriedly?—A letter was written from Shropshire on the 6th August, and that part is this "I have valued upon what I "consider the intrinsic worth of the land, and "Sir Watkin wishes that any claim, if such "there be, should be threshed out and settled."

Chairman.

7947. There are several questions handed up. I had better read them through, and if the Commissioners object to any questions they will kindly say so. These questions are handed up by Mr. John Williams: "Was not Mr. Rigby's "valuation given on the present value of the "farm?"—Certainly, my Lord; on its then state. He had no objection to find with the valuation I had made of the farm in its then state.

7948. "What apart from the expenditure of "my capital and good farming had tended to the "increased value found in 1890?"—I consider that the farm did Mr. Williams immense credit in every way. He would not allow it to be valued by efficient men, which we offered. He would not have that done.

7949. "Will Colonel Hughes put in the cor-"respondence with Sir Watkin and himself?"—Certainly. I have it all here. Sir Watkin only wrote one letter, my Lord.

Mr. *Brynmor Jones.*

7950. One moment; that is a confidential correspondence between you and Sir Watkin, is it not?—No, I read it out here. It is a copy of a letter which Sir Watkin wrote to Mr. John Williams on the 29th October 1892.

7951. That is not what is asked by this question. The question is as to the correspondence between you and Sir Watkin?—I will lay every letter written by Mr. Williams before you. I have them all here, and, if you wish me to hand them in. I will do so.

7952. No, you misunderstand me.

Mr. *John Williams.*—May I be allowed to explain? The question may be wrongly put. It was between me and Sir Watkin.

Mr. *Brynmor Jones.*

Between Sir Watkin and yourself?

Mr. *John Williams.*—Yes.

The *Witness.*

If you will allow me, I will read them.

Mr. *Brynmor Jones.*

7953. Is it the one you have read before?—I have not read any of Mr. Williams' letters.

Chairman.

7954. The correspondence has not been put in. Will you kindly give us a copy of the correspondence?—I shall be happy to. The letter of the 4th October is written by Mr. Williams, and the one of the 17th October is written to Sir Watkin. I believe, by Sir Watkin's direction, I replied to that letter saying that Sir Watkin would be happy to see him personally, whenever an arrangement could be made; and the third letter from Mr. Williams is dated the 27th December 1892. Those are the letters.

7955. You will put those in, Colonel Hughes?—Certainly.

7956. "Is not the average value of this farm "22*s.* and the average of Caergai 15*s.*"?—The valuation of Caergai I proposed to leave. That was a farm I went over. I have the valuation here, field for field, made in last year, and I took farm quite independently, and I brought it out at 152*l.* 6*s.* 2*d.*

Lord *Kenyon.*

7957. Mr. Williams' valuation was 20*s.*?—I have the dates that were given this morning. I have them here in my list when the farm was raised.

Chairman.

7958. "Did Mr. Williams ever have any "estate men without paying them full wages"?—Certainly not, my Lord. He paid them the ordinary wages of the estate, and had them at command. I spoke to the woodman about it; I said, "How can you allow it?"—"Well," he said, "it has always been the way; the agent could take the men when he liked." I said, "I want the work done on the estate," and his answer was that he could not get on with his work; the men were always taken, and it was an acknowledged thing, and certainly Mr. Williams always paid them. I can produce all the sheets from the Wynnstay Office. He always paid them, but then he paid what we call the ordinary rate, and had them in the times when you have to pay the increased rate.

Chairman—continued.

7959. Then he deducted them from the estate pay sheet?—Certainly; most carefully, every one.

7960. That is the question. They were all deducted from the estate pay sheet?—Most certainly; my Lord.

7961. What was the amount of draining done by the estate on Gwernhefin?—I am not prepared now to go into that; but what has been handed to me by the woodman is: "The draining of "the following fields was done by Sir Watkin's "men and at his expense." Then Mr. Williams will correct me if I am wrong, because I want to know everything; the words are: "Rhos "Bach, 12·640 acres; Rhos Llwyn Mawr "(originally drained with stones) 7·703 acres; "Wern Vach (opened old drains and made "new ones) 8·906 acres; Weirgloddlon (not "now part of Gwernhefin) 3·710." I believe that is part of a field that we took at the valuation. We took it for Sir Watkin's own use, and Mr. Morris's, but that is immaterial here. Then "Caebanadl, 8·519 acres; Brynderw "(not now with Gwernhefin), 16·342 acres; Cae "Carneg, 7·784 acres; Cae Cendy Coed (not "now with Gwernhefin), 5·513; Werngoch "(begun by J. Williams and finished by Sir "Watkin's men), say 6·210 acres." So that several portions of 77 acres odd were drained. Then, "Drained by Mr. Williams during the "same period: Werngoch, as above, say, 6·210 "acres; Fridd Newydd, 11·983 acres; corner "of a field above Pentre road, 4 acres; Dol "Friog, about 14 acres." That is the statement of William Jones, Sir Watkin's head woodman.

7962. "Did Colonel Hughes send Mr. Smith, "one of Sir Watkin's local agents, as the referee "to whom the matter was to be referred?"—Certainly not, my Lord. I was naturally anxious, knowing Mr. Williams' experience of the value of the land—I naturally felt anxious—I was only one—whether I had done right or not. I had great confidence in Mr. Smith, and I sent him there to make an independent valuation; and if the thing had gone, as I wished it to go, under the Act, I should certainly not have allowed Mr. Smith to act; I would have had a man outside our staff. It was merely to see how I stood myself.

7963. "Did not Mr. Rigby certify that a very "large sum of money had been expended on the "farm by the tenant"?—I had no figures of the sort, but I admitted all along that Mr. William's treatment of the farm was most

Chairman—continued.

generous, but I had no figures put before me. I never wish to see a farm better managed by any tenant.

7964. "What are the farms named by Colonel "Hughes, with rent and acreage." That, I suppose, is this table?—Yes; that Lord Kenyon has.

7965. Those are the farms valued by Mr. John Williams, the six farms all round his own holding, I think?—Yes, he fixed those rents. There was Madog, 26*s.* per acre, Caergai, 20*s.*, Weirglodd-ddu, 25*s.* 6*d.*, that is one of the farms now under consideration, and I last night received a message from Sir Watkin about it, because I have not seen him since the 16th August. He, the tenant, went to Sir Watkin, and I have had his instructions. Then New Inn, 29*s.*; Prys 23*s.* 5*d.*; Dolbach, 30*s.* 2*d.*

7966. Mr. Williams' own farm is valued at what?—20*s.* 7*d.*

7967. Then is his the lowest of all the group?—It is.

Chairman—continued.

7968. They were valued by himself?—Excepting Caer-gai. I do not know that he valued them; I do not wish to go into that; but he let those farms; that is the rent the tenants were paying, and which he received.

7969. Has anyone in Penllyn fed the land as Mr. Williams has done?—No, I do not think there is any farmer who has treated the land as Mr. Williams has; he has fed his cattle well. I never wish to see a farm better managed than Mr. Williams'.

7970. There is one question from Mr. Jenkyn Thomas. He asks: "Is it a fact that the "increase of rent of Gwernhefin was due to "improvements carried out by the tenant"?—I think, with great submission, I have answered that question; I did not go for the improvements. I particularly avoided it; I never took more pains about anything in my life.

7971. Then the answer to that is "no"?—No. I admitted everything about his generous treatment; we wished to pay for it, but I valued the land on its own merits.

Re-examined, 16,791.

The witness withdrew.

Chairman.

The arrangements of the Commission are that to-morrow we have to sit at Dolgelley: as this arrangement has been made, it cannot be altered now. There is only one train which starts at 5.40, so that the Commissioners will have to start by that train. We now have the Rhiwlas estate before us, and we propose to take the two principal witnesses as to the Rhiwlas estate, and then Mr. Price will give his evidence. Any other witnesses on the Rhiwlas estate who would like to give their evidence we should ask

Chairman—continued.

to be good enough, as we are unable from pressure of time to take it to-day, to come to Corwen when the Commissioners visit that part of the country. We regret very much that we have not enough time to take all the witnesses. At the same time we must congratulate ourselves on the number of witnesses, which is larger than we had any reason to expect, and it shows the great interest that is taken in the inquiry.

Mr. Thomas Davies called and examined through an interpreter.

Chairman.

7972. Do you speak only for yourself, or are you the spokesman of several other tenants?—Several other tenants as well.

7973. State as shortly and as concisely as you can the principal points you want to emphasise, and state your own case, and then give the cases of the other tenants for whom you are privileged to speak. Give us the points you particularly wish to emphasise.

[*The following statement, being the evidence-in-chief of the witness, was read out in English by the interpreter, after it had been previously acknowledged by the witness on being translated into Welsh.*]

"Evidence of Mr. Thomas Davies of Fedwlwyd Bala, tenant farmer.

"Evidence will be partly personal as to tenancy of Frondderw (76½ acres), and Fedwlwyd (156 acres), and will partly refer to the general state of affairs on the Rhiwlâs estate in the parishes of Llanycil and Llanfor.

"III. Occupation.

"1. *Term of tenancy.*—The usual date of entry in the district is March 25th as regards the land, and May 12th to the house and buildings. Farms are chiefly let from year to year. There is a very small demand for leases. Witness once asked Mr. Watkins, the agent of the Rhiwlâs estate, for a lease, but he refused to give one, stating that it was not customary.

"When portions of fields are taken for the purpose of planting, as a rule, no notice is given of the landlord's intention to do so, and no compensation is given for any loss that the tenant suffers. When I was tenant of a farm called Frondderw under Mr. Anwyl, my landlord brought 9,000 young trees and wished to plant them in a field which I had prepared for potatoes. I objected to the planting of them, and eventually they were, with my consent, planted in another portion of the farm. But I never received any reduction in the rent in respect of the land lost on this account.

"In the case of timber cutting it is very rarely that compensation is given for damages suffered by the tenant. Again, when I was tenant of Frondderw, a large quantity of trees were cut

Chairman—continued.

down, I have not received any compensation for the damage caused. In many cases trees which formed part of a hedge were cut down, and I had to fill up the gaps myself.

" 2. *Agreement and Leases.*—I produce copies of the following agreements.

" (*a.*) 3rd June 1879, lease for five years of Brondderw from Thomas Lloyd Anwyl.

" (*b.*) 1890, Draft agreement for letting of Brondderw.

" (*c.*) 1885 Agreement for letting of Fedwlwyd.

" I have marked the clauses which I consider objectionable and oppressive.

" 3. *Rent.*—In addition to the payment of rent the tenants on the Rhiwlas estate are expected to render other services such as to assist in carting coal for the use of the landlord's establishment, or to perform other services, such as carting manure.

" (iii.) *Rent how varied.*—Taken generally, rents have been raised considerably within the last 50 years.

" In a Schedule which I put in (*see Appendix*), I give a list of most of the farms in the parish of Llanycil, with their gross estimated rental in 1869 and 1893.

" Some 18 years ago (in 1876) the rents on the Rhiwlas estate were greatly raised. Before that time the rent of my farm, Fedwlwyd, was 70*l.*; it was then raised to 90*l.* About that time Mr. Jenkins, late of Plas-y-ward, near Ruthin, made a valuation of Rhiwlas estate, and it was in consequence of this valuation, or at any rate subsequently to it, that the rents were raised. As far as I can say this is the only estate in the district upon which rents were raised in consequence of a re-valuation. In most cases rents have been raised without any valuation being made.

See 16,319, 16,832.

" In 1849 the rent of my other farm, Brondderw, was only 70*l.*, by 1866 it was 110*l.*, and in 1878 it was again raised to 120*l.* The rise in the rent was due solely to the improvement in the condition of the farm brought about by the tenant. During the last few years horses have declined 25 per cent. in value, and sheep about 50 per cent. Wool now sells for 7½*d.* or 8*d.* per lb., whereas some years ago it fetched 1*s.* 6*d.* per lb.

" Again, cattle, for which some years ago 18*l.* or 20*l.* would be obtained, now fetch only 10*l.* or 12*l.*

" Beyond this the value of labour is considerably higher than it was some years ago. Thirty years ago the wages of the very best farm labourers were 15*l.* a year, whereas now 26*l.* or 28*l.* a year must be paid. Female house servants then got 6*l.* or 7*l.*, but now from 13*l* to 15*l.*

" (*a.*) In the year 1888 the rent of Fedwlwyd was reduced from 90*l.* to 82*l.*, the landlord also undertaking to pay the tithes.

" (*b.*) In the year 1886 five per cent. was returned to me from the first half year's rent of Fedwlwyd. This was in response to a petition for an abatement. Every tenant who had signed the petition received 5 per cent., while those who had not signed received double that amount. The two following half years I received 10 per cent.

Chairman—continued.

" 4. *Payment of Rent.*—The preferential claim for rent always means that the landlord gets what is due to him in full and generally in good time. In times of depression the effect of this is that tradesmen suffer greatly, as tenants are unable to meet all their creditors, but they have always to be careful to see their landlord paid. I have taken the trouble to call upon all the leading tradesmen in the town of Bala, and a sum not far short of 10,000*l.* is owing to them from farmers of the district. I can produce letters from a large number of tradesmen showing how much they have on their books.

" In many cases, again, the fear of distress compels farmers to borrow money for the purpose of paying the rent.

" 5. *Size of Farms.*—In many cases holdings have been consolidated. The number of dwelling-houses which have during the last 50 years fallen into ruins in the parish of Llanycil, or been converted into cattle houses, is about 120, without reckoning the town of Bala. The number of houses built in the same locality during the same period is 15. One reason for the joining of farm holdings together is in order to avoid building suitable houses for people to occupy and also suitable buildings. This refusal to build suitable houses has compelled many families to leave the district and to migrate to the town, and in some cases to emigrate to the Colonies. The population of the district has for the last 50 years been gradually decreasing. A tenant who now lives in a farm which had been previously four farms employs fewer hands than each one of the four employed before the farms were joined. The result of this is, that the land gets into poor condition, is left untilled, so that much naturally good land has been so neglected that nothing grows on it but rushes, heath grass, and heather. This is especially seen in the Parc neighbourhood.

" IV.—CULTIVATION.

" 1. *State of cultivation and nature of farming pursued.*

" A great deal of land in this district is going out of cultivation, and being very insufficiently cultivated. The causes of this are high rents and high wages, coupled with low prices. This makes it impossible for tenants to cultivate the land as they should.

" 2. *Improvements.*

" There never has been, nor is anything now, paid, in the way of goodwill by a new tenant to the outgoing tenant. Only the amount of the ordinary valuation for unused crops, grass, and manure is paid.

" In my own case I have spent at least 400*l.* to 500*l.* in improvements, such as building,

See

Chairman—continued.

draining, &c. at Fedwlwyd during the last eight years, and if I were obliged to leave, I should receive no compensation whatever for this.

"When I took Fedwlwyd my landlord's agent promised to do certain things in the way of improvements. I beg to put in a copy of this agreement. Up to the present day some of them have not been carried out. In 1887 I was asked to sign an agreement of tenancy, but I refused to do so until the improvements promised me had been carried out.

"In the case of draining I had to carry all the pipes from the railway station, and also had to cut the trenches.

"Also when the cowhouse at Fedwlwyd was built I had to carry all the materials from the station."

Mr. *Richard Jones.*

7974. Have you made full inquiries with respect to whether compensation has been given in any case where damage has been done by trees?—No, I did not make any inquiries, but I had no compensation.

7975. You have given figures showing how much labour is higher than it was years ago. Do you consider that the labour is so efficient now as it was formerly?—Much worse than then.

7976. Does it make any difference from what particular farms you get the labourers—because labourers change from one farm to another?—Yes, it makes a difference.

7977. Do you find that the labourers are better that come from a farm that is well managed?—I do.

7978. If you say that the labour is not so efficient, then, according to your process of reasoning, the farming must be poorer?—They are the same farmers, but their means are less now than they used to be then.

7979. That is the explanation you have to offer?—Yes.

7980. You state that a number of the tenants signed a petition for an abatement in the rent or a reduction, which was it?—It was in response to a petition for an abatement.

7981. And those who signed the petition got an abatement of 5*l.*, and those who did not put their names to the petition, got 10*l.*, is not that so?—Yes.

7982. Was that difference made more than on one occasion?—No.

7983. Are there any farms here without any tenants?—I do not know of one.

7984. As farming is such a poor paying business, how do you account for the keen competition for farms?—In my opinion because so many farms have been consolidated.

7985. Is there any other reason?—I do not know of any other reason now.

7986. Would the fact that farmers bring their sons up on the farm have anything to do with it?—I do not think so.

Mr. *Richard Jones*—continued.

7987. If farming does not pay, why do not farmers bring their sons up to some trade or other occupation besides farming?—I think they do bring them up to other occupations or trades.

7988. Do you know of any farmers' sons who have sunk into the condition of labourers or quarrymen?—Yes.

7989. Why?—Because they had no means to be at home, and they had to go somewhere, and their parents had no means to bring them up to anything better.

7990. Can you give any instances of consolidation?—Yes.

7991. Give them to me?—At Cwmtylo in Cwm Parc four farms have been consolidated, and are now one.

7992. Are there as many labourers employed on this farm as there were when it was four farms?—No.

7993. Do you know how many less?—The number on the farm now is just equivalent to the number on one of the farms before the four were consolidated.

Professor *Rhŷs.*

7994. Do you mean on any one of the farms?—Yes, any one of the farms.

Mr. *Richard Jones.*

7995. What is the result so far as the management of the farm is concerned?—The farm becomes poor and uncultivated, and nothing grows on it worth speaking about.

7996. Are the ditches and the watercourses kept open and the fences looked after?—No, not half what they ought to have.

7997. What amount have you laid out on Fedwlwyd in building and draining?—I spent from 400*l.* to 500*l.*

7998. When did you spend that?—About seven years ago, and six years ago, and five years ago, and here are the bills if any one doubts my word.

7999. Did you proceed under the Agricultural Holdings Act by asking the landlord's consent to erect the building?—No.

8000. Why did not you?—I did not build so much; most of the money was spent in draining.

8001. Did you give notice in accordance with the second schedule of the Agricultural Holdings Act to your landlord that you intended draining?—Oh, yes, that was in the agreement from the outset.

Mr. *Grove.*

8002. Is the agreement put in your own personal agreement when you had your own farm?—Yes.

Mr. *Grove*—continued.

8003. And do you find fault with some of the clauses in that agreement?—Yes.

8004. Have you marked them so that we can distinguish those?—No, I have not.

Mr. *Seebohm.*

8005. Which is the best labour, that of men living in the house or that of men living in cottages outside?—I have no men-servants living outside the house; all my men-servants are in the house.

8006. Are they chiefly young men?—Yes, all.

8007. Are they men laying by money in the hope of some day competing for farms?—Indeed, I cannot say what they do with their money; I pay them their money.

8008. But it is a common thing for a labourer living in the house and saving his money ultimately to compete for the farms?—Yes, it is; that is what I did myself.

Sir *John Llewelyn.*

8009. Do you employ any labourers yourself?—Yes.

8010. Where do they live?—With me in the house now.

8011. Are there any dilapidated cottages upon your land?—There was a cottage once on my farm, but I cannot recollect it, and there ought to be one now. I should much rather there were cottages there.

8012. You would rather that there were cottages upon your farm for the labourers to live in?—Yes.

8013. How many do you employ?—Three, four, or five as I want them.

8014. They live with you in the farmhouse?—Yes.

8015. Have you proper accommodation for them?—Oh, yes, there is no necessity for me to complain about that.

8016. Do they like it best?—Our rule in this part of the country is that all unmarried young men should live in the house.

8017. Have you any married servants?—No, I have not now.

8018. Cottages would be for married people probably—I do not know—I ask you the question?—Yes, if they were to be had.

8019. In olden times, when these cottages which had gone to ruin were inhabited, were the shepherds and the other servants upon the farm married people?—Yes, most of them; almost each one of them.

8020. On an average how long do your workmen stay with you; are they hired year by year?—They are hired from year to year, and they stay sometimes one, two, or three years, and one of them has stayed over five years.

Sir *John Llewelyn*—continued.

8021. Are the wages higher now than they used to be?—Yes.

8022. How much?—They are almost double what they were 30 years ago.

Mr. *Seebohm.*

8023. That is the extra wages beyond the keep?—Yes, the men I pay.

Sir *John Llewelyn.*

8024. I suppose they live better now than they used to do?—Yes, very much better than it was in my time.

8025. Now I want you to tell me with regard to these trees planted. That was not on Tyny Bedw, was it?—No, they were on the Frondderw farm.

8026. What acreage?—76½ acres.

8027. Was that taken from the farm without any diminution of rent?—The extent of the farm is 76½ acres.

8028. How much of that was taken for planting?—About three acres were taken, but I sent a number of the trees away because I would not allow them to be there.

Mr. *J. M. Griffiths.*

8029. Would you kindly tell us what other services you are required to give besides paying your rent?—To cart coal or to cart manure, or to plough, to harrow, and something of that kind.

Mr. *Seebohm.*

8030. How much ploughing?—Two days.

Mr. *J. M. Griffiths.*

8031. Every year?—Yes, two days every year.

8032. You told us you took the trouble to go round Bala town to see the tradesmen, and the farmers owe something like 10,000*l.*?—Yes, about that sum.

8033. Did you also call on the bankers?—No, I did not call on any bankers.

8034. Is there much money borrowed in this neighbourhood to pay the rent?—Yes.

8035. How are they able to pay it back?—I cannot say how, but everyone does as well as he can.

8036. Do you know the wages that any of the farmers' children earn outside to help to pay the rent?—Yes.

8037. Do any farmers and their children emigrate from this part of the country?—Yes.

8038. Do the farmers who occupy the farms that are consolidated pay the same rent as

Mr. *J. M. Griffiths*—continued.

formerly, when they were undivided ?—I believe they are higher, except this last reduction.

8039. You say you pay much higher wages than you formerly did to your servants. Do they do more work accordingly ?—No, they do not.

8040. Do they do less ?—They work less than when I was in service.

8041. Is the work they do as good as it was ?—Oh, yes ; an occasional one.

Mr. *Brynmor Jones.*

8042. What are the hours of the labourers that you employ ?—From 6 o'clock in the morning to 8 o'clock at night.

8043. Winter and summer ?—Winter and summer.

8044. Are those the general hours of labourers in the district ?—Yes.

Mr. *Seebohm.*

8045. With meal times, of course ?—Yes, with meal times.

Mr. *Brynmor Jones.*

8046. Are female domestic servants usually employed by farmers ?—Oh, yes.

8047. Do such servants as a rule have to assist in out-door work ?—Not very much now ; a little at hay harvest time.

8048. Are there many women employed as day labourers in this neighbourhood ?—No, not day labourers, but yearly, or some time, except a few in the town of Bala.

8049. There are a few women who do go out as day labourers ?—Yes, a few who do go out to wash and clean in the houses.

8050. I meant to work in the fields ?—Oh no, scarcely anyone.

8051. At what age do the boys generally begin to do farm work ?—Their age now, or many years ago ?

8052. Now ?—From 14 to 15.

8053. Do the farmers themselves do much actual work ?—As much as ever they can.

8054. I mean they do something more than superintend ?—Yes, many of the farmers work as hard as any servant he may have, and his hours are very much longer than theirs.

8055. And notwithstanding that, as I understand from your evidence, farmers find it very difficult in this neighbourhood to pay the present rents ?—Yes.

8056. You have said that you ascertained that farmers round about Bala were very much in debt to Bala tradesmen. Do you think that is to be attributed to any extravagance in diet or clothes on the part of the farmers ?—No, it does not arise from the fact that farmers are extravagant in any way.

8057. Is the general diet better than it was when you were a young man ?—Yes.

8058. I will read a report here which was made 40 years ago in regard to the general mode

Mr. *Brynmor Jones*—continued.

of living of small farmers in Merionethshire,—"For dinner you will see a small farmer have "half a salt herring, with potatoes and butter-"milk (very poor food for a working man) ; "his wife and family must content themselves "with buttermilk and potatoes, or, perhaps, "after the farmer has finished his part herring "there will be a scramble amongst the youngsters "for the bones to suck as a treat. They some-"times have a little skim-milk cheese with "oaten bread ; some, better off than others, "bacon." Is that a fair average truthful picture of what you remember in your youth ?—Yes, it is certainly so ; I remember it very well.

8059. Then I understand you to say, Mr. Davies, that the diet is now better than that ?—Yes, it is very much better now.

8060. And the farmers have to live upon credit with tradesmen, seemingly ?—Yes.

8061. What suggestion have you to make in reference to any alteration of the law, or in the alteration of agreements, or anything which will improve the present circumstances ?—We want a reduction in the rent of the land, and many other things.

8062. Do you hear often among the farmers of the need of something like a land court, at which the rents should be fixed between landlords and tenants ?—Yes, I do.

8063. What do you think of the expediency of such a tribunal ?—My opinion is that we must have a land court, otherwise we will all have recourse to eating red herrings.

Lord *Kenyon.*

8064. I did not hear what diet you gave your labourers ?—I will let you know if you like.

8065. Yes, I wish to know ?—Bread and milk, or broth, or "browse." "Browse" is some kind of food made with oatmeal. It is an equivalent to the Scotch term "brose." They have that first of all ; then bread and cheese, or bread and butter and tea. The breakfast consists of that. Then for dinner, meat and potatoes, bacon, and beef, and bread, of course, with it, and a full plate of pudding to eat after it. That is what I give.

8066. Then tea ?—Bread and milk, or broth, or something of the kind, and a cup of tea after it for tea. For supper, porridge, or potatoes and milk, or something of the kind.

8067. Then I take it you do not agree with the evidence we heard yesterday, that the labourer seldom sees fresh meat once a week ?—No. I do not agree with it at all. It is all a falsehood.

8068. "Fresh" meat, I said ?—No. I agree with regard to fresh meat. I give them meat every day in the year. There is no day of the year but that I give my men meat.

Mr. *Richard Jones.*

8069. What do you mean by "meat" ?—Bacon and beef.

Lord *Kenyon.*

8070. Salt beef, I take it, you mean?—Yes. It is an exception to buy fresh meat.

8071. Do you ever give them fresh meat?—Yes; I occasionally give them fresh meat.

8072. And do you feed them as well as you feed yourself?—Yes, almost every bit.

8073. Then I did not understood what wages you give your labourers?—I give them from 13*l.* to 26*l.* a year as they are.

8074. Who would be receiving 26*l.*?—This year my chief servant received his 26*l.* a year.

8075. Would he be a waggoner?—Yes, he would be a waggoner.

8076. I did not quite understand. Is your farm, Fedwlwyd, a hill farm?—No, it is not a hill farm. It is near a hill. The boundary of it is on a hill.

8077. Have you got a sheep-walk?—No, I have not.

8078. You cannot answer any question about sheep then?—No. Somebody else can answer it who has a larger experience.

8079. Then you made some remarks as to extra services in your agreement. Are those extra services ever enforced?—Yes, they are enforced.

8080. Which?—Anything, such as carrying coal or manure, or anything of the kind that may be ready at hand.

8081. You have done so?—I have done so myself.

8082. This year?—Not this year.

8083. Last year?—Yes, last year.

Mr. *Seebohm.*

8084. Two days ploughing?—No, I did not; not last year. I carted manure.

Lord *Kenyon.*

8085. For your landlord, I understand; not for yourself?—Yes, for my landlord, or his steward.

8086. Then you made some remarks about farmers' sons having sunk into quarrymen or labourers. Would the extra high wages earned by the quarrymen have any effect on their becoming quarrymen?—I do not know that quarrymen get such high wages. There seem to have been some disputes lately, or great struggle with regard to the wages, which were low.

8087. Yes; but I think the average is about a pound?—I believe it is.

8088. Do you not think that might attract them?—Oh, no; I do not think it is enough to attract them there, or to take them there; but they must go somewhere.

8089. You spoke about the time when you worked yourself. Did you work as a labourer, or as a farmer's son?—As a servant I worked then.

8090. As a servant on another farm, not on your father's farm?—No; on another farm for my wages.

8091. Then you are an instance of a farmer who has risen from a labourer?—Yes, I am.

Lord *Kenyon*—continued.

8092. It is very much to your credit. Can you give me any instance of farmers' sons who have sunk into labourers?—Yes.

8093. Will you give one?—The sons of David Jones, of Dyffryn, near Rhyducha.

8094. They are now working as labourers, are they?—They have grown up, and are farmers now, and have married, all of them.

8095. But have they? I thought you said they had sunk into labourers?—They had been servants.

8096. Then they are not cases of men who had been farmers and had sunk into labourers?—No. They had been servants.

8097. Down and up?—Yes.

8098. You spoke of consolidated farms. Can you give me roughly the area of those consolidated farms? Four, I think, you mentioned?—I do not know for certain the number of acres.

8099. Were they consolidated on account of the other houses falling into ruins?—Yes, many of them.

8100. Were they small, or large farms, or middle-sized farms?—Some farms were very large, some were small, and some were about middle-sized.

8101. Then the consolidated farm must be a very large one, I suppose?—Yes. Many of them are very large, taking them altogether.

8102. No; this one instance that you are talking about I want.—Yes.

8103. It is a very large farm now?—Yes.

8104. Then you have handed in here the table of gross estimated rental in 1893, and the gross estimated rental in 1869, in the parish of Llanycil. Can you tell me how you have got those rentals. This is an estimated rental. It is taken from your own paper (*handing document to witness*)?—From the assessment of the parish; the parish assessment.

Mr. *Seebohm.*

8105. And does the parish assessment correspond with the rent?—Yes, as near as they can find out the rent.

Mr. *Richard Jones.*

8106. Have any farmers been coming to you to borrow money?—Yes.

8107. How many?—I cannot say how many, but they have often been, and I have lent them money too.

8108. Do you know of other farmers who have been appealed to for money?—I have heard of some.

8109. Do you know anything about the farms in the English counties, such as Shropshire and Cheshire?—Very little.

8110. Is there any migration of farmers from this district down into the English counties?—Some whom I know have gone. I know of two.

8111. And how are those doing?—One of them does far better now than he did before going from here.

8112. Then why do not more Welsh farmers go down into the English counties?—I cannot say about that.

Mr. *Richard Jones*—continued.

8113. Do you think the Welsh farmers are more attached to their homes than English farmers or Scotch farmers?—Some are.

8114. Can you give any reason why that is so?—No, I cannot give a reason.

8115. Is this clause in the agreement enforced: "Not to keep more than one dog, and "not to allow any dog to be at large, except "when in actual use for the driving of sheep "or cattle"?—I know that the clause is here; I never signed it, and I often use two dogs.

8116. Are those dogs allowed to roam wherever they like?—Yes; they do.

8117. That is with respect to Brondderw or Fedwlwyd?—Yes.

Mr. *Griffiths.*

8118. Will you kindly tell us, has your landlord allowed you any abatements in your rent?—Yes.

8119. How much?—I think four times; I do not remember quite, but the rent book says.

8120. What percentage?—Ten per cent., except on one occasion when I signed that petition, when I only got five per cent.

8121. We have had these abatements for several years; do you not think it would be reasonable to have a permanent reduction of rents, which would enable you to have your rates lowered?—That is what I want, and that is what we all must have.

8122. You mean all of you must have it?—That is all we must have.

8123. How is it to be obtained?—I hope that all these gentlemen will sympathise with us and allow us to have a Land Bill, and time on our land here, and payment for any improvements when any tenant leaves his farm. That is what I want, if you please.

Chairman.

8124. A number of questions have been handed up. The first, by Mr. Jenkyn Thomas, is, "Is not the ignorance of English on the "part of Welsh farmers a reason why they "do not remove to farms in England?"—I should imagine it is; at any rate it prevents me from going. If I was a good Englishman I would go there.

8125. Then there is a question by Mr. Vincent: "Are these services of carrying coals and "so forth an old custom of the estate, which "is duly mentioned in the agreement?"—It is a custom on the Rhiwlas estate as long as I can remember the Rhiwlas estate, but I cannot say anything with regard to the estate of Sir Watkin Williams Wynn, and that of Pale.

8126. Then a question by Mr. Edward Watkins: "Has any planting taken place on Fedwlwyd "since witness became a tenant on Rhiwlas "estate?"—No.

8127. Then I have a question by Mr. Price: "On whose estate are Cwmtylo and Bron-"dderw?" — Cwmtylo is on Sir Watkin's estate. Brondderw is on the estate of the late Mrs. Anwyl of Eryl Aran.

Chairman—continued.

8128. Here is a question by Mr. W. J. Thomas: "Do the tenants feel that this custom "of carrying, &c., is oppressive?"—I feel that it is oppressive, and I have heard several others say so; I cannot speak for all.

8129. Another question, by Mr. Edward Watkin, is this: "Has not Mr. Davies had a "permanent reduction of 8*l.* per annum, and also "his tithe paid for him before the passing of "the Tithe Act?"—Yes.

8130. Mr. Edward Watkins also sends up this: "Has Mr. Davies got an agreement signed "by Mr. Price, and did he refuse to sign the "counterpart?"—Yes.

8131. Further, "Did Mr. Price not supply "you with pipes for draining to the amount of "about 90*l.*?"—Yes; but I wanted as much again as I got. There is a good deal of land yet which is undrained. According to the agreement, I am to get these pipes, but I have not had them; they have been stopped.

8132. Then, Mr. Owen Wynne asks: "Please "give the names of the four farms of which "Cwm Tylo was composed?"—Maes Mathe Cwm Tylo-ucha, Cwm Tylo Isa, and Ffridd-ddu.

8133. Then Mr. Vincent asks, "Would you "rather pay the money value of the services "required" (I take it that is the carting, and so forth) "than render them?"—I do not mind, because my horses must work in order to earn money in some way or other.

8134. Then Mr. Vincent also asks: "There "having been an agreement between you and "Mr. Watkins as to certain improvements to "be made, is it the fact that some of them have "been made, and other improvements not "specified in the agreement have been made "also?"—No, not one for the other. I was to have had a cowhouse by Bendyucha, but I had it near the house instead.

8135. Mr. Vincent continues: "Is not compensation always paid by Mr. Price when he "takes land for plantation?"—He did not plant any trees on my land.

8136. This is again Mr. Vincent: "Am I "correct in saying, on the instructions of Mr. "Lloyd Price, that your rent in 1885, when you "entered the farm, was 90*l.* plus tithe, that it is "now 82*l.*, and the tithe has been paid by the "landlord without being exacted of the "tenant?"—Yes.

8137. "Have 150*l.* been spent on buildings "on the farm by the landowner?"—I cannot say whether that amount was spent on the buildings, but I heard the landlord's steward say something about this before.

8138. Now I understand you have finished your own evidence, and that you are entrusted with the evidence of five other gentlemen. Are they all tenants on the Rhiwlas estate?—No; only one, unless the last evidence of which I spoke has been found; if so, that makes two.

8139. Will you go on with the evidence as to the four other cases on the Rhiwlas Estate?—

Chairman—continued.

The interpreter translated the following statement of the witness into the Welsh language, and it was afterwards read in English:—

See 16,542*a*.

"Penlan Farm, belonging to R. J. Lloyd Price, Esquire, on the Rhiwlas estate.

"The outbuildings on this farm are in a very poor condition. Eight years ago the farm was let to one Mr. David Roberts, upon the understanding that the house and outbuildings should be repaired. He remained there five years, and the house alone was repaired. The present tenant, Mr. Robert Simon, has been there three years, but he has obtained no further repairs. The roofs are so very poor that the tenant's wife has been known to carry the milk dishes to place on the corn in the barn to catch some of the rain coming in. The house is not provided with any privy or offices."

Evidence with reference to the farms of Cadwaladr Roberts, Tyddyntegid, Bala and Ellis Evans, Tyn-y-ffordd Ucha, Bala:—

"Some years ago the late Mr. Anwyl, of Plas Coch Bala, who is the landlord of the above farms, decided to divide the land belonging to the farm of Tynyffordd-Isaf between the above farms. About 16 acres were added to Tyddyntegid, and 15 acres to Tynyffordd Ucha. The rent of Tyddyntegid, which was previously 25*l*., was raised to 45*l*., and the rent of Tynyffordd Ucha was raised 12*l*. Both of these tenants state that they have had considerable difficulty to pay their rent, and to meet their liabilities. Mr. Evans of Tynyffordd has had two sons and a daughter working at home; they have never received any wages, and he has been unable to save any money during the whole time he was there."

Evidence with reference to John Edwards, Ty Cerrig Ucha, Parc, near Bala.

"John Edwards is the tenant of Ty Cerrig Ucha, a farm of 60 acres, part of which is mountain waste, and the rest extremely damp.

John Edwards took his farm in the year 1882 from Mr. Robert Evans, of Talybont, Parc, for 35*l*. rent. The agreement was a verbal one. Tenancy from year to year. The landlord undertook to supply 1,000 draining pipes yearly so long as the tenant required them, and also to build new pig-styes. The first year he gave 1,000 pipes, and the second year 500, since which time he has refused to supply any further quantity. As the land is very damp and requires draining, this refusal of the landlord has caused serious loss to John Edwards. Beyond this, the landlord has all along declined to give Edwards a reduction in his rent, or even to allow him any abatement.

The landlord has never built the pig-styes which he promised. Edwards states that notwithstanding all his exertions, and the fact that a son and grandson of his work at home without wages, he is gradually going back in the world.

Fourteen years ago the rent of this farm was 18*l*., in 1880 it was valued with a view to selling it, and the rent was raised to 28*l*., then, after

Chairman—continued.

the present landlord bought it, he raised the rent to 35*l*."

Ysgubor gerig, on the estate of the late Mr. Anwyl of Plas Coch.

"The farm of Ysgubor gerig consists of two parts, 15 acres of land near the house, and 15 acres about a mile off. There are no buildings whatsoever on the upper part, and the land is of an extremely poor character. Forty-two years ago the rent of this farm was 24*l*.; it was subsequently raised to 28*l*., and its present rent is 35*l*. The present tenant is an old man over 60 years of age. He and his wife are compelled to work the farm by themselves the greater part of the year, as they are unable to pay for labour."

See 16,476 16,552 16,790 16,791

Y Foel, belonging to Colonel E. Evans Lloyd.

"This small tenement barely measures 3 acres, and at best maintains only one cow. The rent is 7*l*. 10*s*. The house has no privy or offices. There is no pig-stye, and the pigs and cow are together in the cow-house, which is separated from the house merely by a thin partition, through which the stench comes, and renders the house quite unfit for anyone to live there. The roof of the house is so poor that the sky is visible through it, and it is dangerous for anyone to walk along the upstairs room. When the tenant complains, the only answer his landlord gives is, 'Give it up; I can get more for it.'"

8140. Are all these instances cases which have been given in to you and vouched for by the tenant?—Yes, they are.

Chairman.

The Commission instructs the Secretary to send particulars of all these cases at once to the landlords.

Mr. *Richard Jones.*

8141. Is there any complaint about game on the Rhiwlas estate?—Yes, very great complaints on the Rhiwlas Estate, exceptional complaints in fact.

8142. Has there any land been taken to form rabbit warrens?—Yes.

8143. Have those warrens been enclosed by netting?—Yes, many of them.

8144. Where do these rabbits feed?—Many of them get their food from the adjoining farms.

8145. Do the tenants avail themselves of the Ground Game Act to shoot the rabbits?—I do not think any of the tenants—not a single tenant—shoots them.

8146. Why do they not?—I believe that they are too much afraid of the keepers and of Mr. Price.

8147. Has Mr. Price ever informed the tenants that they are at liberty to shoot the rabbits?—I do not know that Mr. Price has said that they are at liberty to shoot the rabbits; he has never told me.

8148. Are you aware that you can shoot them?—Yes, I am.

8149. Do you exercise that right?—There is nothing worth shooting where I live.

Mr. *Richard Jones*—continued.

8150. Do those tenants who are troubled by rabbits take any other means of keeping them down, if they do not shoot them?—I believe they do.

8151. What did they do with the rabbits?—They caught them in nets, and so on.

8152. Do they sell the rabbits they catch?—They sell some, and they eat the others.

8153. Is there any complaint about pheasants?—I heard exceptional complaints last year, but they do not trouble me.

Chairman.

8154. There is a question put in by Mr. Price: "Will the witness kindly state how "many of the farmers he has referred to in "his evidence are tenants on the Rhiwlas "estate?"—Two.

8155. "How long has the present tenant of "Ysgubor gerig been there?"—I do not know whether next time it will be four or five years.

Chairman—continued.

8156. "Was any advance on the previous "rent made when took it?"—No, I do not think so.

8157. "Has not the rent been subsequently reduced"?—I heard that it was reduced during these last days.

8158. "And abatements made at different times"?—Yes; he has been giving abatements on his estate.

8159. Then as to Tyn y ffordd, "has not the "rent been twice reduced in the last 10 years, "in addition to temporary abatements?"—I do not think that it has been reduced; I do not know for certain.

8160. "As to Tyddyntegid, has not the tenant "had abatements made several times?"—He has had abatements, but no reduction; he told me that himself, unless he has had a reduction during these last few days.

Re-examined. 16,450.

The witness withdrew.

(As the witness withdrew there was considerable applause by people in the hall.)

Chairman.

I wish it to be distinctly understood that the Commissioners are most anxious to have all evidence taken in open court. It is our great interest that everybody should know as much about what we are doing as possible; but if any manifestations of approval or disapproval are made, with the sanction of my brother Commissioners I shall have the court cleared and the doors shut.

Chairman—continued.

(A similar announcement was made in Welsh.)

Mr. John Jones (of Troed y banc) called and examined (through an interpreter).

Chairman.

8161. In giving your evidence will you just answer only as to the game, and give us as succinctly and intelligibly as possible what is your case about the game on the Rhiwlas estate?—I give some evidence in my statement as to game on the Bodweni estate during the time I was there.

8162. That is not on Mr. Price's estate?—No.

8163. Will you confine your evidence, please, to Mr. Price's estate at Rhiwlas.

The interpreter translated the following statement to the witness into the Welsh language, and it was afterwards read in English:—

See 16,332.

"In the year 1885 I took a farm, called Tyn y celyn, from Mr. Edward Watkin, the agent on the Rhiwlas estate. The rent was 48*l.*, or 2*l.* less than my predecessor paid. He had become a bankrupt, and when I entered I undertook to pay Mr. Price 80*l.*, which was the amount he owed him. One thing which had ruined him was the game nuisance, and very soon after I went there I made a wire fence partly round my fields so as to protect myself against the rabbits and other game coming from the woods around.

"During the years I was at Tyn y celyn I lost two dogs and a large number of cats, with the result that the rats increased to an enormous

Chairman—continued.

extent. Traps were always being set in the woods and animals strayed into these.

"On the Rhiwlas estate the Ground Game Act has been of very little good. By that Act we can only kill them on our own land, whereas the woods around and in the middle of the farms swarm with rabbits and it is from these that we suffer most. Further, Mr. Price has always objected to our shooting them. (*See* Appendix for extract from circular.)

See 16,37

"Another cause of loss to the Rhiwlas tenants is the way in which pheasants are scattered through the woods on the estate. They are reared, in the first instance, near the hall, and afterwards they are taken to the various woods. From there they get over the cornfields and potato fields and cause considerable damage.

"In September 1886 I gave notice, but as no tenant was forthcoming I stayed on till 1888. In 1888 I retook the farm and signed an agreement. The rent was then reduced to 44*l.* In the following September I gave notice as I was unable to pay my way. It was let to another person, the rent being reduced to 36*l.*, and he being promised certain repairs and a fence. He has received the fence, but I understood that the other repairs have not been carried out.

"I left in March 1889, and have since then been working upon various farms in the district."

Chairman.

8164. The Commissioners are much obliged to you for your evidence, but do not propose to cross-examine upon it. Mr. Price puts one question to you: "Are not the rabbits on "Llanercheryr adjoining Bodwenni wired-in, so "that they cannot feed on or injure the Bod- "wenni, or any other land adjoining, and is "not this also the case with the other warrens "in which rabbits are kept on the Rhiwlas "estate."—Yes, it is so.

Chairman—continued.

The witness withdrew.

Re-examined, 16,623.

Mr. Richard John Lloyd Price called and examined.

Chairman.

8165. You have heard the evidence of Mr. Thomas Davies and Mr. John Jones. We do not propose at this late hour to ask you to go through the whole of your evidence-in-chief. Would you be kind enough to state anything that you wish to say upon the evidence of those two gentlemen, either on the working of the estate or on the game point?—I propose to give my evidence in detail, my Lord. With regard to the questions on the syllabus supplied to me by your Secretary, to which I have prepared answers, I would rather commence at the beginning and go right through.

8166. You see we have only got half-an-hour and five minutes?—Will you let me go as far as I can.

8167. We are entirely in your hands, and, of course, we will do exactly as you wish. Shall we go straight through it?—I should prefer it. I shall finish at Barmouth, or anywhere you like, at any other time that will be convenient.

8168. Where do you wish to begin?—At the commencement of the syllabus.

8169. You own the Rhiwlas estate, which is situate in this county?—Yes, in Merioneth and Denbighshire. I give particular evidence touching the Rhiwlas estate. The acreage of which is about 17,890 acres in Merioneth, enclosed land, and about 68 in Denbighshire, divided into about 164 holdings. The rent of the sheep-walks is included in the farm rents. The estate is held in fee simple, and the average rental is 9*s.* 4*d.* per acre. My tenants have right of sheep-runs on mountain land or commons. The tenants of Tanygarth and Pandyisa pasture their sheep on the Garthgoch, Nantybarcut, Caepoeth, and Plasynghynllwyd, pasture on the Aran; Coedladyr, and Afonfechan pasture on the Berwyn; Rhydyfen, Maesdail, and Nantyllyn and others on Arenig-Bach; Coedybedo, Llwynybrain, and others on Moeldaran, Llaithgwyn; and many others on Moelemoel. Over a hundred of my tenants have sheep-walks on mountain land on this estate, which right is invested in me. I have also, as has been stated, applied certain portions of mountain and pasture land to fencing in with wire for the purpose of turning into rabbit warrens, but as they cannot get out they cannot eat the farmers' crops. The usual date of entry is the 25th day of March, but provisions are made for the incoming tenant to enter for the purpose of cultivating on the 1st day of February. Farms on the Rhiwlas estate are let from year to year. There are no demands that I have heard of for leases. They would be granted if desired. One was granted to the "White Lion Hotel," in Bala, or there was a renewal rather, I should say. If tenants wanted leases, I presume they would ask for them. Changes on my estate have been less frequent during the last 10 years than the previous 10 years. From 1873 to 1883 there have been 48 changes, whereas from 1883 to 1893 only about 30 cases of removals, an average of three per annum. Thirteen removed to other farms, of whom eight went to bigger ones and some to smaller ones.

Chairman—continued.

Professor *Rhŷs.*

8170. On the same estate?—On the same estate. Seven gave up farming. I am only giving evidence regarding my own estate.

8171. But do you mean leaving your estate, or moving from one farm on your estate to another farm on your estate?—No; moving from one farm on my estate to a bigger one—better ones. We look upon bigger farms as better ones; perhaps it may not be right.

Chairman.

8171*a.* Will you proceed with your instances?—Seven gave up farming altogether, namely, Thomas Davies, Ffriddfoel, a bachelor, and getting advanced in age, retired; Mrs. Laura Roberts, of Greigwen, widow, of old age, retired; Mr. W. Owen, Vachdeliog, gave up on the expiration of his lease, and would not renew; Mr. John Jones, of Tynycelyn, bachelor, retired; Mr. Simon Jones, Tyisa Bryndu, gave up farming, and, in fact, he went to be a gamekeeper somewhere else, I think; Messrs. R. Evans and brother, of Hafodtudur, retired—they would be joint tenants: Mr. Rowland Edward, of Penmaenfawr, widower, and of old age, also retired, but he is living on the property still. Four tenants partially failed. I am giving you the whole history of the estate. The tenant of Cwmonen was not managing in a proper way, but is still a tenant at Brynpader, a small farm on the Rhiwlas estate. The tenant at Hafodfawr was a non-economical farmer. He was not a good farmer the real English of it would be. The tenant of Bwlchytyno was ditto—not managing in a proper way. The tenant of Brynpader, a widow, and not able to manage that farm, which was too large for her, but is now a tenant at Refailisa, a small farm on my estate. There were five failure cases who have left the estate during the 10 years

Chairman—continued.

ending Lady Day, 1893. A tenant at Gloig through carelessness and drunkenness. A tenant at Penrallt, dead now, not managing in a proper way. A tenant at Cwmbethel, of carelessness, and some discontent in family circle. A tenant at Fedwlwyd not managing in a proper way, and a tenant at Carregyddafad the same. There has been one eviction case—at least so we had an eviction described yesterday by a witness as the turning of a man out neck and crop; that is the acceptation, I suppose, of the term now—in the case of a tenant at Berthlafar for bad husbandry, caused mostly by drunkenness and unthriftiness. Then I have a list of tenants who have failed, and yet were allowed to go on on their respective farms after failure. Mr. Robert Williams, at Brynpader, David Rowlands, at Penmaenucha, Mr. William Jones, at Rhydelisa, Robert Edwards, at Caehowel, Mr. Edward Davies, at Brynbanon, who failed by giving surety for his brother, an artificial manure agent. Twenty-three tenants died during the last 10 years, and were succeeded by either widow, sons, daughters, or other relations, as nephews or nieces, &c. I always endeavour, if possible, to keep the farms in the hands of families born and bred on the estate. The tenant of Coegnant died, and was succeeded by her granddaughter. The tenant of Crynierth Bach died, and was succeeded by his widow and son. The tenant of Erwfeirig died, and was succeeded by daughter. The tenant of Defeitty died, and is succeeded by son. The tenant of Garneddlwyd died, and was succeeded by his daughter and grandson. The tenant of Gelli isa died, and was succeeded by his widow and sons. The tenant of Hafodnwydog died, and is succeeded by his widow and son. The tenant of Gwernadda died, and is succeeded by son. The tenant of Llwyniolyn died, and is succeeded by son. The tenant of Llawrycwm died, and is succeeded by her nephew. The tenants of Tyisa Llwyreinon (parents) died, and are succeeded by children. The tenant of Tycerrig died, and is succeeded by niece. At Tynywern both father and mother died, and are succeeded by children, the eldest being 19. At Nantyllyn parents died, and are succeeded by daughter. At Pentre parents died, and are succeeded by son. At Tynyffridd tenant died, and is succeeded by his widow and sons. At Tynycelyn tenant died, and is succeeded by daughter. At Tynybryn parents died, and were succeeded by children. At Tyddynbychan parents died, and were succeeded by children. At Tyucha parents died, and are succeeded by son. At Pentre Cwm parents died, and are succeeded by son. At Tytanyberllan, Denbighshire, tenant died, and is succeeded by son. These are the agreements in use on the estate, and I should like to put them in for the information of the Commission. They are in blank. [*The witness handed in two copies of the agreements.*]

8172. Are they both the same?—One is in English and one in Welsh. Eight farms on my estate were disunited and made into 16 holdings during the last 10 years, namely, Gorseddan from Pentre. Llwyngwgan from Coedybedo, Efailisa from Brynpader, Greigwen from Hafodyresgobiso, Penmaenganol from Tynant, Tomengastell from Carregybig, Tycerrig Cwm from Hafodyresgobucha, Rhydolwen from Llwyngwgan. Seventeen labourers or workmen were put in farm holdings for the first time during the said last ten years. William Hughes, a farm labourer in Tynypistill; Robert Jones, a labourer in Bryndu Taiisa; Robert Arthur in Hafodtudur, Peter Roberts in Gingefail, William Williams in the Cottage Farm, Robert Simon in Penlan, Jacob Jones in Rhydolwen, John Jones in Creigiauisa, Pierce Davies, a joiner in Bwlchytyno; John Watkin, a carpenter, in Tynant Brynbanon; George Owen in Tynycelyn, William Williams, farm labourer, in Coegnant; John Jones in Murglas, David Humphrey in Maesbyllan, John Roberts in Tomengastell, John Roberts in Gorseddau, Edward Jones in Tynllyn. Notices are given and compensation is given, when land is taken for planting, building, or for other purposes. When damage has been done to the land in timber cutting compensation has been given. We also make a practice of giving compensation if any mining, brickfields, quarries, or other industrial operations are commenced on land in a tenant's occupation, and we shall do so in the future. I have already produced a copy of my agreement.

Professor *Rhŷs.*

8173. In English and Welsh?—In English and Welsh.

Chairman.

8173*a*. Are penalising clauses common, and are they often enforced?—There are some clauses that might be taken to be of that nature in the agreements, but they are never enforced. Tenants are always supplied with a copy of the agreement in their own tongue, whether it be English or Welsh. The rents are generally fixed at a gross sum. As to whether there is any uniformity in the rents of land of similar qualities on the same or neighbouring estates, I am not quite sure that I am competent to answer that question, my Lord. We think there is, but still some places might be a little higher or lower than others of similar size or quality.

8174. We will pass that by?—We have no instances of tenants grumbling because other tenants holding land of similar quality are rated more cheaply. So evidently uniformity exists on the Rhiwlas estate, but I cannot speak as to other estates. The rent of the smaller tenantry is generally higher per acre than on larger farms, for the following reasons. First, because they are of selected portions of land, and consequently the best of that locality. Secondly, the outlay on house and other building is more in comparison than on larger farms I will give you some specimens of what the usual rent of average lands of different qualities are in my district, *e.g.*, on upland and lowland farms.

Chairman—continued.

LOWLAND FARMS.

Penisarllan	255 acres	at 400*l.* or 31*s.* 4*d.*	per acre	Compared with the opposite farm.
Berthlafar	159 „	200*l.* „ 20*s.*	„	
Tanygarth	66 „	68*l.* „ 20*s.* 7*d.*	„	
Tyisa Llwyneinon	88 „	93*l.* „ 21*s.*	„	

Chairman—continued.

UPLAND FARMS.

Rhydyfen	314 acres	at 96*l.* or 6*s.* 2*d.*	per acre	
Nantybarcut	273 „	93*l.* „ 6*s.* 10*d.*	„	
Hafodyresgob	206 „	84*l.* „ 8*s.* 2*d.*	„	
Defaidty	344 „	146*l.* „ 8*s.* 6*d.*	„	

Average rent of lowland farms is 24*s.* 6*d.* per acre, while the average rent of upland farms is only 7*s.* 5*d.* per acre.

The right of pasture over a common is taken into account by both parties where there is a right invested in the owner of the estate. As to services, other than payment of rent, there is an old custom of doing two days' (duty) work for the landlord once a year during their tenancy as per agreement. The clause is, "To do two days' work annually during the "tenancy for the landlord, with one man, cart, "and two horses, without charge. The days to "be fixed by landlord." Estimated value, 10*s.* to 12*s.* a year. I am asked if I consider it irksome, and I say not in the least. If the tenant cannot easily attend on the day requested of him he is excused until it is convenient for him to attend. The old agreements will show this, or any of the old tenants can be called on the subject, if wished. It is an old custom on this estate, and has been for, I believe, hundreds of years. The rent is fixed partly on the basis of valuation, but most generally by proposal and private treaty between the landlord and the tenant personally, or through the agent. When a farm becomes vacant the farming qualifications of the applicant is the first thing taken into consideration, and so the farm is practically not let to the highest bidder. Religious opinions are not considered one way or the other. Arbitration in few instances has been resorted to in readjusting the rent, as when some portions of land have been severed or resumed for rabbit farming, &c., as at Tynyffridd, Tynybryn, and Cynlasfawr for completing a warren. I may state that as regards that warren referred to, which is called the College Warren, two valuers met, one appointed by the tenant and one appointed by myself, and they failed to agree, and instead of calling in an umpire, as they were entitled to do by the agreement, the tenants mutually agreed to make me the umpire, and referred the matter to myself, and I decided the question, and they were quite satisfied. In fact, I gave them the tenants' valuer's valuation; I thought that was the fairest thing to do. The rents were raised about the year 1877 from a gross rental of 9,060*l.* to 10,579*l.*, or about 1,518*l.* of increase, being an average of about 17 per cent. nearly. Temporary abatements have been given; in the year 1885 lime was given to the value of 5*l.* per cent., and during the years 1886 and 1887 about 10 per cent. was returned nearly to all who paid their rent. Also the tithe has been paid for all the tenants on this estate for about three or four years before it became compulsory. That is to say, we paid the tithe on the estate before it was thought that it would ever become law to do so, and about 400*l.* interest, &c. is paid per annum on money borrowed from the Land Improvement Society and spent in drainage and improvements on the estate. In the year 1888 a permanent reduction was made generally all over the estate of nearly 18 per cent. The raising of rents was done after a valuation but the reduction was done on a mutual agreement between the landlord and tenant. The chief fluctuations in prices affecting the rent have been observed in the sale prices of store cattle, bullocks, sheep, and wool, &c. upon which the Welsh farmer almost entirely depends for his living, and high railway rates preventing small farmers from distributing produce in small quantities. The rent is usually paid in three months after the half-year's rent becomes due, that is, the first half-year's rent becomes due on the 27th day of September, and is paid at Christmas next following, or nine months after the taking on the 25th March previously, and then every six months.

See 7973, 16,915.

Mr. *Grove.*

8175. So that there is three months then from the end of each half year?—Yes.

Chairman.

8176. What effect has the preferential claim for rent on the position of tenants generally?—That I take to mean the power of distraint. I am not sure that I am right in this. It makes no difference with a tenant of good principle. It would depend upon the landlord and agent's opinion of the tenant from a business point of view. Supposing that this right of distraint did not exist in law, to my mind it would depend upon the landlord and agent's opinion of the tenant from a business point of view. Certain tenants would be trusted and others would not, supposing there was no such thing as distraint for rent. I believe that is the meaning of the question. I puzzled over it for a long time before I could find out what it did mean. As to other charges on land or on incomes derived from land, the tithe is paid by the owner, the land tax is paid by the occupier or tenant, the chief or Crown rents by the landlord, the local rates are paid by the tenant if his yearly rent exceeds 10*l.* per annum. Income tax is paid by the owner.

8177. I am afraid, Mr. Price, I must now interrupt you. Our time has almost come to an end, but you may continue your evidence when we return to the district. I am very sorry we could not take your evidence right through to-day?—I shall resume where I have left off to-night.

Mr. *Brynmor Jones.*

8178. May I ask if this form of agreement, which you have handed in, is the form now in force?—Yes, it is the existing one.

Adjourned to Dolgelly.

TENTH DAY.

Shire Hall, Dolgelly, Merionethshire, Thursday, 14th September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. OWEN SLANEY WYNNE called and examined.

Chairman.

8179. Would you kindly tell us where you live?—At Doluwcheogryd, near Dolgelly.

8180. I believe you were for 16 years the principal agent to Sir Watkin Wynn on the Wynnstay estate?—I was nearly 17 years in all.

8181. On your retirement I believe the tenantry presented you with a portrait of yourself as a token of the cordial relations which existed between you?—Yes.

8182. You have prepared a brief, I believe, to assist us?—Yes.

8183. Would you just kindly give us what you consider the most important points. I do not propose to ask any questions on it, but kindly give the Commissioners what you consider the most important portions of your statement?—I will go through it as quickly as I can. I should like to devote a little attention to it, as it has taken a great deal of time and much trouble in preparing it, although I will not take long. I wish to give evidence, I may say shortly, as a retired land agent and estate auditor of nearly 30 years standing, and I wish to give evidence based on an experience gained in Merionethshire, Montgomeryshire, Denbighshire, Flintshire, and Shropshire, and in over 60 different parishes, as follows: Llanbadarn, Llanidloes, Llangurig, Llandinam, Trefeglwys, Caersws, Carno, Llanerfyl, Llanbrynmair, Dylife, Penegoes, Darowen, Cemmaes, Llanwrin, Machynlleth, Llangadfau Garthbeibio, Llanfair, Llanfihangel, Llanfyllyn, Hirnant, Pennant, Llanwddyn, Llanrhaiadr, Llangedwyn, Llansilin, Llanarmon, M.M., Llanarmon, D.C., Ruabon, Wrexham, Llangadwaladr, Rhydycroesau, Llangollen, Gwersyllt, Gresford, Llanarmon-yn-Yale, Ruthin, Holt, Llantisilio, Llanfwrog, Llanbedr, Llanynys, Llanfawr, Llanderfyl, Llan-y-cil, Llanuwchllyn, Trawsfynydd, Llangower, Llanegryn, Llanfihangel-y-Pennant, Llangelynin, Towyn Merioneth, Mallwyd, Dolgelley, Llanaber, Bangor, M., Overton, Erbistock, Ysceifiog, Halkin, Cilcain, Dyserth, Nannerch, Oswestry,

Chairman—continued.

St. Martins, Penmachno. Those are the parishes in which I have gained some experience in estate work. There was a question as to the rights of pasture over sheep runs. Some of the sheep walks are still unenclosed, but not many, and the boundaries are generally well known. They are not fit for cultivation, in fact, it would be money thrown away. The right of pasture over these sheep walks belongs to the farms lying in the valleys, or lower down, and they are subject to the payment of rent as is the farm. The number of sheep the walk will carry is well known but not always adhered to. Of course, a farm with a sheep walk is worth more than one without, and is rented accordingly. There has generally been a great demand for these sheep walks, and I have frequently wished I had more to let. On Estate No. 1, hereafter referred to, miles of these sheep walks in Montgomeryshire were enclosed with wire fences, thus saving great labour in shepherding. There is a disposition on the part of a "strong" farmer to overcrowd his sheep walk, but it is a great mistake, as it only leads to disputes and bad feeling, and the sheep deteriorate in meat and wool. I have had many such disputes to settle, and it frequently requires much tact. Of course where they are once fenced no further disputes can arise, and if the walk is overstocked the tenant alone suffers. I do not think any very decisive opinion can be expressed, but personally I am inclined to think that the larger estates are best managed. And no doubt it is a benefit to the estate that the owner should reside on it for some part of the year at least. As to whether one is better managed than the other, I do not think I can give any decided opinion. Some small estates are very well managed, but I think, as a rule, on the whole the larger estates are managed the best. I do not think that any difference of language, politics, or religion, has anything to do with the management of an

See 8187 (Wynnstay Estate.)

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estate. It is never allowed to interfere with the management. Such differences never stood between the landlord or agent and the tenant as regards eligibility for a farm. I know most of the agents in North Wales, and as a rule they are practical men, and experienced in the supervision of agricultural land. For my own part, I began the supervision of an estate soon after I was one and twenty. I refer to the presentation which was made, to which you kindly referred, my Lord, merely to show that as a rule I think tenants and agents get on very well together. The usual date of entry is the 25th March, but the incoming tenant has possession of the land he wants to cultivate on the 2nd February, and the outgoing tenant retains the house and a boozy pasture until 12th May. In Flintshire they usually enter on 30th November. The farms are let from year to year; there are practically no leases. There is no demand at all for leases. I cannot recall ever having had an application for one, and it is very fortunate for the occupiers at the present time that they have not got them. They never ask for a lease, and I do not think they would care to be bound for a long period to pay the whole of a fixed rent; at present they get liberal reductions, which as leaseholders they certainly would not obtain. I have no experience of leaseholders, and therefore I cannot say whether their farming is superior or the contrary to that of yearly tenants. I think there are rather more changes than there used to be, but there is not much difference; frequently a change takes place either through death or because the tenant goes into a larger farm. No cases of hardship have arisen that I am aware of. There is a clause in the agreements providing for the landlords resuming possession of land for planting, and compensation is also provided for, and is always given, as is also done if any mining, brickfields, quarries, or other industrial operations are commenced on land in a tenant's occupation. I put in my brother's agreement because I know he is going to give evidence to-morrow.

8184. Is it in English and Welsh as well?—No, he has not any Welsh copies I think. I am not aware that any of the clauses are considered oppressive, and I do not think that they affect the cultivation at all either one way or the other. The tenant generally goes on in his own way quite regardless of any agreement, in fact, it never troubles his head. I can say that for certain. There are penalising clauses in almost all agreements, but they are never enforced, and they are merely put in to provide against a very bad tenant. I may add that I never remember a case of having to put an agreement in as against a tenant, in all my experience.

"Are tenants usually given a copy of the "agreement or lease, or, if Welsh speaking, are "their contents explained to them?"—Yes, always signed by the landlord or his agent, and if asked for the contents are explained. They generally put them in their pocket and go home, I do not know whether they ever look them over or not—I very much doubt if they do. The rent is usually fixed at a gross sum, but of course in making a valuation we put it as so much per acre, and I cannot see that it matters to the tenant which it is, as if it is on a gross sum it is easily worked out at so much per acre. There is generally uniformity in the rents of lands of similar quality on the same or neighbouring estates. The small places, I think, as a rule, are rather higher rented than the large ones, but, on the other hand, the cost of building and repairs and so on to the landlord of these small places is quite out of proportion to the rent paid. I do not see how you can get what is the usual rent of average lands of different qualities on upland and lowland farms. Of course there are a great many rights of pasturage over the hills and so on, and they are always taken into account when the rent is settled. There are some services in some of the agreements, for instance, in my brother's agreement the tenant is expected to carry coal and keep a dog. I may say that for over a generation now the condition of keeping a dog has never been enforced at all.

8185. Do they keep any foxhounds there?—My brother is not a master of foxhounds. I never heard that the services were irksome. We generally arrange the carrying of coal to suit the convenience of the tenant. I may say the large tenants carry about 10 tons and the small tenants carry about, I think, 1 ton. The rent is sometimes fixed on the basis of a valuation, but generally by private arrangement. Then the question is put: "In the latter case is the "holding practically let to the highest bidder? Certainly not; no such practice is customary, and it is always considered that a fair rent is fixed. I think that the continuance of families generation after generation, is a sufficient proof of this. We always endeavour, if possible, to ascertain a tenant's means before he is accepted. Sometimes I have resorted to arbitration as a means of settling or readjusting the rent, and frequently I have called in an impartial valuer. In individual cases rents have been raised a little, and in other cases lowered.—On the whole, I think the rents are very much the same as they were 50 years ago. There have been a great many permanent reductions and frequent temporary abatements of rent, and a great many allowances of different kinds. I mean allowances for manure and so forth—5 to to 15 per cent. has been given back. I do not know whether I need quote them, but they were:—

Lady Day, 1885	5 per cent.
Lady Day, 1886	12½ per cent.
Michaelmas, 1886	10 per cent.
Lady Day, 1887	10 per cent.
Lady Day, 1888	12½ per cent.
Michaelmas, 1888	10 per cent.
Lady Day, 1889	10 per cent.
Lady Day, 1890	5 per cent.
Lady Day, 1892	5 per cent.
Michaelmas, 1892	15 per cent.
Lady Day, 1893	15 per cent.

And, in addition, many other allowances have

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been made in money or land in individual cases. They usually know about a fortnight beforehand, but I do not see what difference this can make. When rents are raised or reduced the change does not always depend on a revaluation. If so, some independent valuer is called in. The position of the farm and the capabilities of the land are the chief points in adjusting the rent. As to the chief fluctuations in prices affecting rent within the last 50 years, I cannot answer the question very fully, but when I was a boy, 40 years ago, mutton was 5*d.* per lb. to 5½*d.* in this district. Beef, 6*d.* Geese, 2*s.* 6*d.* per couple. Ducks, 2*s.* 6*d.* per couple. Chickens, 2*s.* per couple, and I once knew 48 fresh eggs purchased for 1*s.*; 36 to 40 you could easily get. This, of course, was before the advent of railways. Cattle and sheep were selling very low, and all of them had to be driven into England to find a market. Horses were less than half the price now obtained. There was a witness yesterday who gave very much the same evidence at Bala as to 35 years ago. He said the things at that time were extraordinarily low; that is very much about the time I quote. The rent is usually paid three to four months after it falls due. For instance, if it falls due at Lady Day, it is paid about June or July, and the Michaelmas rent is paid about Christmas. All rates and taxes are usually paid by the occupier, except tithe and income tax, but the tithe is generally added to rent. Everybody knows the law on that subject, I think, at present. Local rates have increased considerably, especially education and sanitary rates. The increase is borne by the occupier. As to the average size of farms in the district, they vary so much I cannot say; most of the farms are of moderate size, a great number very small. As far as my experience goes there has been but little consolidation of farms. I think there has been in times gone by a certain amount of consolidation, and I may say I have myself consolidated some farms, as I have known instances where two farmhouses were in one farmyard. I know of several such instances, and in those cases if one farmhouse was in a bad state I managed to find some other place for one tenant and consolidated them. On the other hand, I have divided one into several holdings in the parish of Llanuwchllyn, sometime back. Sheep walks have sometimes been given to a lowland farm, which did not possess one before. As I have said before, at one time there was a great demand for these sheep walks, and I think there is still. The subletting of a holding is not permitted by the agreement. They do sublet sometimes and the landlord winks at it, but as a rule it is not allowed. I think the very small farms produce in proportion more than the large ones. I may say in some cases one farm is well managed, and in the next farm over the very hedge crops will be poor and dirty. It all depends upon the farmer. And I think in times of trade depression small occupiers fare better than those in the large farms, because they labour elsewhere generally, and are not entirely dependent on their farm for their support, and the small farm is a great assistance in helping them to provide for their families. The nature of the farming is much alike, but the state of cultivation varies greatly. I think labourers are not scarce generally, but their scarcity or otherwise has no effect on the fences, ditches, or watercourses, which on very few farms are properly attended to, although by the agreement they should be. I know of no land going out of cultivation. I know of very little waste land reclaimed by tenants. It would not pay, I think, to cultivate waste land. I have seen it done in some instances and it is not profitable. It costs an enormous lot to do, and if you were not careful the waste land would go back to its original state immediately. On one estate which I just now referred to, something like 13,000*l.* was spent by the owner, for which he gets no return. The owner in that case is my brother. A large part of the above sum was spent in embanking the river. A little more land has been laid down to pasture—I may say a great deal more—generally by the tenant, but sometimes he has seeds given him. The root crops have rather increased, and there is more attention paid to them. In this country there are some of the very best roots this year, but the early ones are a little bit inclined to go to mildew. However, there is an exceedingly good crop this year, and the effect of the agricultural shows has been very much to encourage the growing of root crops. There is little or no fallowing done here. The probable cause for laying down more land to grass was to save labour, which has increased in value, and to have less corn, which has decreased in value, and as a rule store stock has sold well. The landlords do almost all the improvements, such as buildings, drainage, repairs, &c., &c. The tenants do but few, but they carry for the new buildings or repairs, but if a tenant happens to leave not long after he has carried to new building he is compensated, and in the case of small and weak tenants, either the carriage is done for them or they are given an allowance for it. One witness yesterday said he acknowledged he had had a large house built for him. I built it, and it cost about 800*l.* I forgot to observe at the time and he did not say anything about it, that he was repaid over 100*l.* at once for the carriage to his house. The drainage is generally done by the landlord. In some cases interest is charged, and in some cases the landlord finds pipes and the tenant does the work. Buildings for stock are almost invariably put up by the landlord but the tenant does the haulage. There are no tanks for liquid manure. If protected from river encroachment it is done by the landlord. Thousands of pounds were spent on some estates near Towyn with no return. Gates and posts are provided by the landlord, and sometimes wire is given for fencing and posts. 2*s.* or 2*s.* 6*d.*, or some small sum is charged for the gates, and a quantity of lime is very frequently given by the landlord. I have known a great

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many cases of that. There is frequently some co-operation in improvements. For instance, in the fencing of sheep walks, in some cases, wire was found by the tenants as well as the labour, and the posts by the landlords, and in other cases wire and posts have been found by the landlord and the tenant puts them down. No remuneration is secured to the landlord, but the tenant can get compensation under his agreement. There is, in some cases, on some estates, an agreement by which the tenant is compensated for his improvements. When I was connected with the property I mentioned just now, I provided compensation clauses in the agreement, which compensation clauses there are still. Very many landlords and tenants contract out of clause 33 of the Agricultural Holdings Act of 1883, but it is not legal to contract out of the rest of the Act—some tenants seem to think it is—with the exception, I think it is, of clause 55, which says that if there are clauses providing fair compensation then those clauses shall override the Act. I think that is the law. I have never received any application from a tenant for the landlord's written consent to a specific improvement. I cannot say why, unless it is that they usually expect any improvements to be done for them by the landlord. Such consent would be readily given if asked for. In 1875 I brought out, after great trouble and thought, compensating clauses in the agreements on the estates with which I was then connected, together with a printed form of certificate, but from that time to this I have never but once been asked for one of these forms. I may add that these compensating clauses are mentioned in Mr. Willis Bund's book on the Agricultural Holdings Act, page 180, and he says: "These "examples will show, that although the Agri- "cultural Holdings Act, 1875, has been almost "universally excluded, yet in different parts of "the country liberal provisions have been made "by agreement to compensate the tenant for "his outlay or improvement, often giving him "far more than was given him by the Act of "1875, and even than is given by the Act of "1883." There is very little observance of any custom in this locality, but it is usual for the outgoing tenant to have his interest in the growing crops of wheat, viz., two-thirds, and be allowed for clover or grass seeds sown the preceding year if not grazed. This county I may say is not a wheat-growing county, except about Corwen and Towyn. I know of no cases myself where a tenant has complained of not getting sufficient compensation for his improvements. I have on two or three occasions given compensation for the general improvements of a farm. I cannot remember the instances now, but I have given compensation where a man has gone from a farm for some reason or other, and he has left it in a generally improved condition.

Sir *John Llewelyn.*

8186. Did I clearly understand you to say that in your experience there are not many instances of any custom of the country in North Wales?—There is very little what is called "custom of the country" about here. The mountain sheep on sheep walks are always taken by the landlord or incoming tenant. A valuer is nominated on either side, and the valuers appoint an umpire, whose decision is final. The price for sheep so valued is usually a few shillings a head above the ordinary market price of mountain sheep. That is invariably the custom in this part of the country. I have no experience of the working of the Agricultural Holdings Act in the district with which I am acquainted. I have never had any claim under it, and it appears to be a dead letter and of no use. There are rabbits on some estates with which I was acquainted, and a few hares, and some other game. Tenants do avail themselves of the Ground Game Act, I should say, and there are hardly any hares left on the estates with which I am connected. You would not find one now where there were 20 formerly, and I think hares will soon become extinct. As regards rabbits, the landlords and tenants both kill them, and it is now impossible to preserve them, except in the warrens. I do not think very much damage has been done on the estates which I know by game to the crops, and if any damage is done, compensation is given. The tenants are not expected to "beat" coverts, &c. when their landlords go out shooting, but the tenant of the farm on which the shooting is going on almost always comes out to see the sport. Beaters, farm and other labourers are always hired, for which they are usually paid 2*s.* or 2*s.* 6*d.* per day and their dinner, and frequently a meal after the day is over as well. I have no experience of estates on which game is preserved to such an extent as to be really injurious to cultivation. Occasionally a crop may be a little damaged, but, as I stated before, compensation is paid. From my experience game preserving does not affect the relations between landlord and tenant at all, and I know many tenants who are pleased if their landlord has good sport on their farm. It does not affect the labourers at all. I think the worst poachers are frequently to be found where there is least game. The public generally benefit by game being preserved, as they are able to purchase it at a cheap rate. Pheasants have been selling some seasons lately at 4*s.* 6*d.* per brace, less than what you pay for barn-door fowls. There are very few game cases brought before the petty sessions. In my district there is no attention at all being paid to fruit culture. There are a few gooseberries in some of the farm and cottage gardens, sufficient for a few puddings, and here and there a few damson and apple trees. Very little attention is paid to market gardening; the farm gardens as a rule are shamefully neglected, and so are many of the cottages, except in districts in which the landowners have established cottage gardens shows, and these have done wonderful good. The expense of such shows generally is 25*l.*, and is frequently entirely paid by the landlords.

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I know five or six districts in which these shows have been established, very much to the benefit of the cottages; they create a great deal of attention and emulation. Not much attention is paid to poultry farming, but every farm and cottage rears and sells a small amount of poultry and there is a fair trade in eggs. Bee keeping is very little attended to. I do not suppose that any of these are a material source of profit to the farmer at present, except poultry keeping. The climate and the altitude of many of the farms is quite unsuited for fruit growing; but I think poultry keeping might be a source of much more profit if it had more attention paid to it. Of course, this is in the hands of the farmer's wives. There have been dairy classes established in most of the North Wales counties under the technical education committees, and I think they will do great good. There is very little good cheese made in these districts, in Merionethshire hardly any but poor cheese which is consumed, as you may say, on the premises. The dairy classes are being very fairly patronised, and I hope they will do much good. The whole of North Wales, except some of the out-of-the-way districts, is now served by railways, by which farmers can send off their agricultural produce. There are very few places more than 10 miles from some station or other. Most of these railways have been constructed and opened during the last 35 years, and they must be of enormous value to farmers, in spite of the complaints about rates, which in some cases no doubt are high, but which I think are made too much of. I remember the time when the cattle were driven from this country all the way into England, and the sheep, too, to the great fairs, and it took days and weeks. Now quantities of English dealers attend all the local fairs and trucks are ready at the station to send off the cattle as soon as they are sold. I may add that the landlords largely assisted in getting these railways made, either by giving their land or by selling it at a cheap rate, and taking shares. I know on one estate where the landlord let the land be taken at a very reasonable rate, and also took 20,000 pounds worth of shares. Most of the dealers who come down are English and can speak no Welsh, but the tenants have no difficulty in dealing with them. I remember an instance of a presentation being made to one dealer by the farmers of the district, because he had bought such a quantity of stock from them for so many years. I do not know of any instances, being either ancient survivals or modern experiments, where profits or risks are shared between employers and employed. I do not know of any co-operation for purchasing or analysing farm stuffs; I have no experience of it, or for the purpose of selling in butter factories. Farmers help each other generally over threshing and sheep shearing, not in other ways, that I am aware of. They hardly ever insure in any way and as insurance premiums are now so reasonable it is a pity they do not. I know of several instances in which a farmer has lost heavily by fire. There is no combination

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in the nature of a trade union among landlords not to accept tenants of a certain description, and I do not know of any combination among farmers or labourers to fix wages. A great many labourers belong to clubs of one sort or another, but I do not think it is as general as it is in England, and I am sorry to say there have been many cases of the failure of the clubs. I do not know what provident institutions are used by them. A great many of the proprietor farmers or small freeholders have inherited their holdings from their ancestors. I could name them if required, but I do not like mentioning names. Their number has decreased, and I believe it is because many of them have found it better to be tenants on a good estate, than owners crippled by heavy mortgages. There are several tenant farmers who have bought their own holdings; I conclude it was because they wished to acquire property of their own. I cannot say anything about the purchase money, whether it was excessive or otherwise. So far as my knowledge goes as such freeholders, they are not as well off as yearly tenants who are their neighbours. The farmers themselves and their wives both assist in the several departments of the farm, the man out of doors and the wife in the house. They work very hard. On some of the larger farms the farmer himself merely overlooks, and he does not work himself, but there are not very many farms where the farmer does not work, and often works far harder than anyone else on the farm. The children work at home, but whether they receive wages or not I cannot say. They have their home, and food, and clothing, and pocket-money, as other children have, so far as I can see, in their state of life. A great many children, sons and daughters, are very well provided for by their parents on their marriage or independent settlement in life. The daughters have a sum of money given to them, and the sons have the same, or stock for a farm. I know of very many instances where two or three or more of a family occupy several farms on the same estate, and will give instances, if required, but I do not like bringing forward names. Many of the sons and daughters receive a good education and get on very well in life; frequently the sons enter the Ministry or go away to business in England, and I know one has become a Member of Parliament, if not more. Most of the hired labourers are lodged on the farm premises. Very few of them are settled in cottages, and very few live on their own finding. Most of them live on their employers' finding. A headman will get as much as 30*l.* per annum and his food; undermen, 24*l.*, 20*l.*, and 16*l.*, according to their ability. I believe it is very usual to divide the year into the winter half and the summer half. I cannot actually state the chief fluctuations in wages during the last 50 years, but wages have greatly increased—I should say 25 per cent. The servants, male and female, have comfortable meals, and, as a rule, of the same description and at the same time as the family. There was some evidence given

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about that yesterday, with which I quite agree. There is always a room called the men's room, or men's loft, set apart for the men, and another for the women; that for the women is usually next to or amongst the members of the family, and that for the men at the outside end of the house, and generally with an independent and separate staircase, and it is just as well it should be so, I think. The supply of cottages is much about the same, I think, as it was some time ago. I agree with what several witnesses have said, that in the rural districts more cottages are required. There are plenty of cottages in the hamlets, but more cottages are required in the rural districts. It is very hard indeed to get people to live in a single cottage; where there is a cottage standing by itself, the wife does not like it, and she will not go and live there. If you put cottages up you must put them up in pairs, and I think more are required. There are very few cottages on the farms in this locality. They are mostly clustered in hamlets and villages, and generally not far from the work. Isolated cottages are not at all popular amongst workmen's wives, as I have already said. The condition and construction of the cottages has been greatly improved during the last 25 years, but many of them are still kept very dirty. Cottages which are merely cottages have almost always a small garden attached, but as a rule they are neglected, except, as I said before, in localities where a cottage garden show has just been instituted. There are very few allotments. I only know of one place where there are allotment gardens. I do not know of any allotment gardens in this neighbourhood or in this part of the country at all. I know of one lot at Ruabon. The cottages are usually held of the owner, and are not subject to any restrictive conditions whatever as to employment. The usual length of notice is three months. On one estate, Estate No. 1, which I referred to before, there are 91 small holdings of 5*l.* and under, 103 between 5*l.* and 10*l.*, and 100 between 10*l.* and 20*l.*, making in all 294 small holdings of 20*l.* and under. Many of them are let at very low rents. I shall be prepared if necessary to quote some of these rents. As regards "the relative "standard of comfort, as to (1) house accom- "modation; (2) diet; (3) opportunities for "self improvement and recreation in the follow- "ing cases:—estate owners"—I do not quite understand that question. As I say, if it means how the estate owners are off in these days, I say at once that in my opinion many of them are quite unable to keep up their establishments as they used to and in a proper manner, or to live in the same comfort as they have hitherto done, owing to the depression in agriculture and the heavy returns they have had to make to their tenants. Everywhere the tendency is to cut down expenses, and the effect will be to throw many house servants and labourers out of work, in fact, I fear many establishments will be altogether closed before long. I do not think proprietor farmers are as well housed as

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tenant farmers. They do as little as possible in repairs, and it is extraordinary in what a wretched house an owner will live cheerfully which he would not occupy without great grumbling as tenant. Their diet and opportunities for self-improvement would be the same as a tenant farmer's. The house accommodation of the tenant farmers large and small is very much better than it was 50 years ago. Their food, too, is very much better, their dress is better, and owing to railways they have many more opportunities of going about which they largely avail themselves of. The labourers have considerably better house accommodation than they used to have, and their diet is much better. That we heard spoken of yesterday. Almost all the articles they consume are now so cheap. They also dress better, go about more, and are better off in every way. There has been a considerable migration of labourers during the last 20 years from the neighbourhood of Llanbrynmair and Dylife, and all that district of Montgomeryshire owing to the stoppage of the lead mines which employed a large number of men. The mines have stopped owing to the low price of lead ore, which has fallen to a point at which it does not pay to raise it, and this is because lead is now imported into the country from Spain and elsewhere. There was a great mining industry in this district before, and the men went off mostly to the South Wales coalfields. I am afraid very few farmers keep diaries or farming accounts. I think the first really bad year was 1879, indeed, 1879 was a record year so far as a bad year went; it was a shockingly bad year, but the Welsh farmers did not feel the depression much until later. For the last seven or eight years, with the exception of an occasional break, things have been bad, and this has been the worst year yet, I think, owing to the drought in England, although the crops in Wales are as a rule good. The principal cause of the depression undoubtedly is the enormous importation of foreign cattle, meat, corn, wool, and other things into the country, and all classes are affected by the depression, landowners, farmers, tradesmen, and labourers, the latter least of all. Then there is a question, "What remedies "do you suggest for improving the profits "from land?" I think, myself, that some sort of protection on a sliding scale would be a benefit to the country. It would not hurt the labourer, I think, and it would have, probably, a tendency to raise his wages. I should also like very much to see, if it is possible, the producer and the consumer brought more directly together. I think that would be of very great advantage if it could be arranged in any way. There is a very great difference between the price the consumer has to pay and the price at which the producer sells—it is something enormous. The relations between landlord and tenant are generally perfectly friendly, and they are most so when left to settle any little differences there may be without the intervention of interferers. The next two or three

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sheets I think are entirely intended for a tenant farmer, or an occupier, and I have nothing at all to say about them. Then, as regards expenditure on the estate, which I will call estate No. 1, during the 16 years I was agent for it I spent the following amounts, which are particularised for each year.

Chairman.

8187. Have you any objection to tell us to whom estate No. 1 belongs?—To Sir Watkin.

8188. I think that might as well be put in?—Yes, I have no objection whatever. I did not like to say very much about it, as I have no doubt Sir Watkin's representative will give evidence in chief at some other centre.

8189. This was in your time?—This was in my time.

8190. You have no objection to saying it is Sir Watkin's estate?—None at all. Building and repairs:—1872, 6,859*l.*; 1873, 5,951*l.*; 1874, 8,403*l.*; 1875, 7,703*l.*; 1876, 8,825*l.*; 1877, 8,248*l.*; 1878, 8,862*l.*; 1879, 6,568*l.*; 1880, 7,474*l.*; 1881, 7,996*l.*; 1882, 6,741*l.*; 1883, 6,369*l.*; 1884, 5,974*l.*; 1885, 6,135*l.*; 1886, 5,467*l.*; 1887, 5,685*l.* That is the year I gave up the agency. Those figures amount in all to 113,460*l.*, and that was spent in building and repairing.

Mr. *Seebohm.*

8191. Will you give us the acreage of the estate?—It is about 150,000 acres.

Mr. *Richard Jones.*

8192. That is No. 1 estate?—Yes, No. 1 estate.

Chairman.

8193. Is there any objection to giving the rental of that estate. You have no authority for that?—I do not think I should like to give that. The acreage of this estate is not quite 150,000, it is 140,000 odd, I think. The two estates comprise about 150,000 acres, and there are over 1,700 tenants.

Mr. *Seebohm.*

8194. It is more than 1*l.* an acre?—I did not say anything about the rent.

8195. But you mean there is 113,000*l.* odd expended?—Yes, 113,460*l.* in 16 years. That is the pounds only. I do not give the shillings and pence.

Lord *Kenyon.*

8196. What is the average?—I have not worked it out. You see, when times were good we spent more on the estate than when times were bad. Then, as regards drainage and fencing during the same period (I will not particularise it) I spent 15,979*l.* The two together make a sum of 129,439*l.* The amounts

Lord *Kenyon*—continued.

are given in pounds only. There was no interest charged. I can put that in if you like, my Lord. I have a separate sheet of it.

Mr. *Seebohm.*

8197. And will you give us the total acreage?—I will give you the acreage in a moment, sir. I do not know whether I have got the acreage of that estate separate from the other, but I can refer to it again later. The whole acreage of the estates which I have selected is 150,000 acres, and there are 1,700 tenants, or rather over that number. I can give you the acreage of that afterwards. It is referred to somewhere. Then the estate No. 2.

Chairman.

8198. Would you mind telling us the owner of No. 2?—It belongs to my brother. There was spent in building and repairs between the years 1872 and 1892, inclusive, 10,258*l.* and 11,518*l.* in draining and fencing, making, together, 21,776*l.* As to estate No. 3, during the last 12 years about 10,000*l.* has been spent in building and repairs, the rental being about 4,200*l.* per annum. I daresay the owner has no objection to my mentioning that estate. It belongs to Mr. Vaughan, of Nannau. See 8387

Lord *Kenyon.*

8199. And on that there has been spent how much?—During the last 12 years about 10,000*l.* has been spent. I asked Mr. Vaughan's agent to give me this, so that I know he has no objection to my quoting it. That is on an estate of which the rental is about 4,200*l.* a year.

Mr. *Seebohm.*

8200. You have not got the acreage of that?—No, I have not. It can easily be got at.

8201. Have the families of tenants been long in the farms?—I cannot say how many cases there are on the estates with which I was connected, of families having held the same farms for generations; but I may say that there are quantities of them. They are very proud to be there. There are descendants of some very old families occupying farms as tenant farmers in this district. I do not like to mention names, as I said before, but I could give instances. That is the end of my evidence so far as that goes. I do not think I have been above the specified time.

Mr. *Brynmor Jones.*

8202. I think, Mr. Wynne, that the agreement you have put in is the one that is at the present time used on Sir Watkin's estate, is it not?—Well, it is very nearly the same as Sir Watkin's. The reason for that was that I happened to be agent for the two estates at the same time.

8203. This is Mr. Wynne's estate?—Yes, it is.

Mr. *Brynmor Jones*—continued.

8204. I want to call your attention to clause 19: "Provided that none of the clauses "or conditions of this agreement shall have "been unfulfilled, transgressed, or evaded in "any way, the landlord will compensate the "tenant, upon quitting, for or in respect of his "outlay during the last three years, as follows:" Then follows the table?—Yes.

8205. There are before that 18 clauses, and upon the construction of clause 19, if the tenant breaks any one of those 18 clauses in any one respect, he loses his right to compensation?—He renders himself liable to lose it, no doubt.

8206. He renders himself liable?—Yes.

8207. Now I will call your attention to section 1 of the Agricultural Holdings Act of 1883, which gives a tenant a right to compensation for the improvements mentioned in the first schedule. That is a compensation right, you observe?—Yes.

8208. Then section 55, you know, says that: "Any contract, agreement, or covenant made "by a tenant, by virtue of which he is deprived "of his right to claim compensation under this "Act in respect of any improvement mentioned "in the first schedule hereto (except an agree-"ment providing such compensation as is by "this Act permitted to be substituted for com-"pensation under this Act) shall, so far as it "deprives him of such right, be void both at "law and in equity"?—Yes.

8209. Now the substituted agreement is provided for in section 5 of the Agricultural Holdings Act?—Yes.

8210. And that is said to be a clause "pro-"viding fair and reasonable compensation, "having regard to the circumstances existing "at the time of making the agreement, and "which is taken by both parties in substitu-"tion of the compensation under this Act"?—Yes.

8211. Now I call your attention to this. Is not that clause inconsistent in substance with the provisions of the Act of Parliament?—Well, the Act says "fair and reasonable." I think it says that if those are not fair and reasonable, of course the Act takes precedence.

8212–3. Is it a fair and reasonable agreement to put in, that if a man, for instance, should neglect to keep a dog—that if he does neglect clause 8 of the Agreement, he is to lose all right to compensation under the Agreement or under the Act of Parliament?—Well, I acknowledge myself that the agreement in some of those clauses is not very well worded. That is meant really to refer to those penalising clauses as regards bad farming, not to the others?—"Should the tenant commit or allow a breach "of any one of the foregoing conditions, he "shall be subject to a penalty of 10*l.* as "liquidated damages." That is to say, if he commits any breach, however slight, of any one of those clauses, you treat it as liquidated damages at 10*l.*, and he is liable at law to that?—I should say at once that that merely referred to the penalising clauses as regards bad farming; and I will say further, if you will allow me, that there is not an agreement on any estate in the country, I think, which cannot be remodelled to very great advantage. There are a great many of the old agreements which have gone on from year to year, and from generation to generation, and they are on the same old lines; and if I were to take up an agency again, I believe I could write a perfectly satisfactory agreement on a sheet of note paper.

Mr. *Brynmor Jones*—continued.

Mr. *Seebohm.*

Mr. Brynmor Jones, may I call your attention to one point, whether, on that clause being void, the clauses in the Act would be forfeited, they would be substituted for the clauses in the agreement, would they not?

Mr. *Brynmor Jones.*

I should think that is probably so. I am only putting it to Mr. Wynne. I mean I should not now like to undertake to construe this agreement by relation to the Act, or to construe the Act by relation to the agreement. I am only putting a point to Mr. Wynne in order to obtain his opinion upon it.

8214. As I understand, you do not think that is really enforced at all. You do not recollect any case of the tenant losing his right to compensation under that clause?—I never recollect a single instance, as I said before, of having to put in force an agreement against a tenant when he left in any way whatever—never.

8215. But still I understood you put in this agreement as being a fair agreement between landlord and tenant?—Well, I put it in as the agreement existing.

8216. Very well, that is what I want to know?—I have just said that I think there are many things in that agreement which might be modified.

8217. I will call your attention to another clause, clause 6. "If the tenant become "bankrupt, or insolvent, or file any petition or "declaration in bankruptcy or insolvency, or "make an assignment of any of his goods and "chattels for the benefit of his creditors, or "suffer his person or effects to be taken in "execution, or does not reside on the premises, "or underlets, sets, or assigns the same, or any "part thereof, without the consent of the "landlord or his agent, in writing, it shall be "lawful for the landlord to resume immediate "possession"?—Yes.

8218. Supposing a Bala tradesman sues a farmer in the county court, and his bill is taken before the county court judge, and there is a judgment against him on a judgment summons, and he is committed for 14 days to prison for non-payment of his grocer's bill, as I read this clause the landlord can take immediate possession of his premises. Is that a fair clause?—As I said just now, there are many things which could be altered or remodelled, but I never had to use an agreement against a tenant. Of course

Mr. *Brynmor Jones*—continued.

it might be possible to put it in force, and it might be done, but those penalising clauses are never enforced in any of the agreements.

8219. If they are not enforced at all, I do not see what is the good of having them in. Either this agreement is supposed to be a fair agreement between landlord and tenant, or else it is not fair?—I do not know whether you would like to see one, but I have an agreement here 50 years old on an estate in this county—over 50 years old. I shall be happy to put it in if you like (*handing in an agreement*).

8220. Have you found in any of the documents agreements for leases upon either the Dyliffe or the Llanbrynmair estate?—No; I never remember a lease upon either.

8221. You have no instance of a lease for three lives, for instance, on any portion of the estate?—No.

8222. Do you agree with this statement which I find in a recent report about the Dolgelly Union: "that the district is one of "the most typically Welsh in the whole of "North Wales in respect of language, customs, "and the general character of its inhabitants?" —Yes, I think it is.

8223. Is it Welsh or English the farmers who are here speak among themselves?—Welsh, entirely.

8224. And the same applies to the labourers, I suppose?—Oh, certainly.

8225. Are most of the tenant farmers and the labourers Nonconformists or Church of England people?—Nonconformists.

8226. I do not think I need ask you any further questions now; I shall have an opportunity of seeing the details of your evidence later on?—Very good.

Mr. *Griffiths*.

8227. I suppose you can speak Welsh yourself?—Well, I can speak a little, and I can understand it quite sufficiently to understand what is said to me.

8228. You cannot converse with your tenants in Welsh?—No, I cannot, not satisfactorily.

8229. I suppose then in transacting your business you have to depend upon other people?—I should to a certain extent. I mean, if a tenant comes to me and we are shut up in a room together, I can make out pretty well what he says; but if he goes on hurriedly and anyone else is standing by I probably could not give it time and should not be able to follow it, and should appeal to anybody who is with me to tell me what he says.

8230. You spoke of stone wall fences being put; can you tell us by whom they have been built?—Oh, they have been built generations ago, I cannot say by whom they were built. There are some occasionally built at the present time; they are built by the tenants. There have been some in some places built by the landlords, I think; I do not know myself of any; but they are built by the tenants if they are built now, certainly. There are not a great many built by the landlords, unless he builds

Mr. *Griffiths*—continued.

them for his own convenience somewhere near home.

8231. Do you mean to say that years ago there never were leases in this neighbourhood?—I do not say there were none, but I have no experience of them.

8232. You never heard of them?—No, I have not heard of them at all. In my experience I remember nothing else but yearly agreements, and as I said before I never had an application for a lease that I can remember.

8233. Is it not a reason why tenants do not apply for leases that they think they may get on better with the landlords in bad times?—Oh, I do not think so at all. If they ever had applied for leases they would have applied for them during those good years in the seventies. From 1870 or 1872 up to 1880 we had wonderfully good years, you could make money out of anything; they never applied then, and, therefore, they surely would not apply now.

8234. You say you cannot see what difference it makes for a tenant to know that an abatement is to be allowed?—Well, I cannot see it. I never could follow that argument at all. They generally know about a fortnight beforehand. I will tell you why. The other day I attended my brother's rent audit—I do not generally go to rent audits, but I attended it because he was away. I have attended hundreds of rent audits of course. The tenant will very often say, "I "am very sorry, Mr. Wynne, I have not got all "my rent to-day, I have not sold my yearlings, "I have not sold my two-year-olds," or something of that sort, "and I hope you will wait." I have always said, "Certainly; when you have "sold them, bring me the money." I do not see that it makes any difference at all.

8235. Then you do not think tenants are obliged to sell their produce in order to meet their rents?—Not at all; I am certain they do not—at least I am pretty sure they do not—because I could instance hundreds of cases where a tenant has said to me, "I have not got all my "rent to-day; I hope you will wait a little "because I have not sold so and so." We always say, "Certainly; when you have sold "it, bring the rest of the rent."

8236. Have you heard that there have been cases in which goodwill has been given to the tenants in times gone by?—No, I never have, but I have known instances where a tenant who has given up his farm through old age, or something of that sort, has come and said, "Would "you allow me to recommend so and so," and in some cases we have taken the persons so recommended. Whether any goodwill passed or not I cannot say, but I should think in those cases some small amount of goodwill was paid. We never recognised it in any way.

8237. You speak about some few small freeholds, are they generally mortgaged?—In almost every instance, I should say; there are very few that are not.

8238. Why do these people not sell their farms?—I do not know. Some of them, I suppose, hold on to them; they have an affection

Mr. *Griffiths*—continued.

for them and hold on to them. I have known a great many that have been sold, and I have known instances where a man has done very much better occupying a farm as a tenant than they have done on their holdings.

8239. Do you mean to say then that a mortgage costs them more than they would get out of the holding?—They borrow money on mortgage and the interest they have to pay generally is very heavy.

8240. You said you recommended protective tariffs?—A protective tariff, yes. I said I thought that some sort of protective tariff, on a sliding scale, for instance, would be an advantage. For instance, if we got below a certain price there should be a protective tariff for some time. Of course, it is a very difficult thing to arrive at, still I think it would be fair to the owners and the occupiers of land in this county if there was some sort of tariff of that kind, arranged on a sliding scale.

8241. Say there was a tariff on flour and wheat?—Certainly.

8242. Do you think that would injure the labourer?—I do not think it would at all. Wheat, as you know, is only worth now something like 25*s.* or 26*s.* a quarter; that puts the intrinsic price of wheat at about 13*s.* or 14*s.* a bag. If you put, say, a sack and a quarter of wheat to make a sack of flour, that ought to bring flour up to about 18*s.* or 19*s.* a bag. If you go to buy a sack of flour you have to pay 32*s.* or 33*s.* for it. The farmer does not get the benefit of that, and the landlord does not get the benefit of it. The farmer produces the wheat, and the landlord buys the flour; the farmer gets a very small price indeed for his wheat and the landlord has to pay a very high price indeed for his flour. I think some protective tariff arranged on a moderate scale—I certainly should not put it too high—would be a benefit to the country. It is only my idea. I throw it out merely as a suggestion. It seems that in these days we are completely flooded with corn from abroad, and farmers cannot sell the corn that they grow at home.

8243. Do you think the farmers of this district buy more corn than they sell?—No; but the farmers of this district do not sell a great deal of corn, they sell some oats; it is not a corn growing country, all this district, it is a grazing country; they depend here on their store cattle and on their sheep, and to a certain extent on their butter. It is not a corn growing country. They sell some few oats and so on, but do not sell much corn about here. There is no wheat grown here.

8244. In a non-corn growing country the farmers, especially cowkeepers and so on, buy a great quantity of corn?—Yes.

8245. That is not the case here, is it?—That is not the case here. They do not buy a great deal of corn about here, they buy very little I should say.

8246. If there was a small tariff put upon every pound of flour that came in, do you think that would do good?—Well, it would, I think, on the foreign flour you mean.

Mr. *Griffiths*—continued.

8247. What effect would that have upon the district?—You must do something that will benefit the farmer, otherwise it would hurt the labourer. For instance, of course, if you made the labourer's food dearer for him it would hurt the labourer; but what I hold is this, that if you could do anything that will improve the condition of the farmer, improve the prices to be obtained by the farmer, by that he would be able to employ more labour and to give better wages. Then, if the labourer had to give some little more for the flour, he would have a good deal more to go and get it with. That is my theory.

8248. Do you not think that our Government should be strict with respect to the adulteration of food?—Yes, I do.

8249. The flour that is introduced is very white, but I am not at all sure it is the colour of wheat that is seen?—I quite agree with you. As you know very well, when you grind up a thing it is very liable to be adulterated; when you get the whole article they cannot adulterate it. For instance, when you buy your coffee whole it is sure to be pure, but if you buy it ground you probably buy it adulterated.

8250. And no doubt it is injurious to health. I remember when I last came over to this part of the country I used to see rosy-faced girls, but I have not seen one of them here now?—I do not know about that. We are supposed to be tolerably healthy people about here. But certainly all the flour comes into the country now from a distance.

8251. What do you think of the barley. Do you not think there is some adulteration in that. I do not know much about beer, I never tasted it; but years ago they used to make home-brewed beer, and it seemed to be pretty healthy?—Yes, they used to make home-brewed beer a great deal about this country in old days.

8252. Is there as much now?—No. It mostly comes from the great brewers, generally from Burton-on-Trent.

8253. And it is not only hops and barley that the people drink?—I should be sorry to say that it was only that.

8254. I am afraid not?—I have heard complaints of the beer of late years. I, personally, am not a beer drinker; I gave up drinking beer a very long time ago, but I very much doubt whether you can get as good beer now as you could 25 years ago.

8255. I have found some young men of 30 to 40 so stout that it takes two tailors to measure them, one to hold the tape and another to go round; so that it seems to be doing them a great deal of injury. Now, what with regard to butter?—There is a good deal of butter made in this district, not what we call pot butter, they do not pot it very much; they make it mostly about here in what are called pwys o fenyn—pounds of butter—and it is sold in that form very largely. I think that the dairy

Mr. *Griffiths*—continued.

classes which are established now will do a great deal of good. There ought to be a great deal more attention paid to butter making. They put too much salt in it, and I do not think they are sufficiently careful about the making of it. There is more to be made of that.

8256. Is there any margarine sold in this district?—I dare say there is, but it has to be marked as margarine.

8257. Do you not think the Government could do something to aid us in that?—Yes, I think so, certainly. I think the Government could do something to aid us in many cases, if they would.

8258. In the way of colouring the margarine, do you not think it should be sold in its natural colour?—I have not much experience in margarine.

8259. There can be no doubt, I suppose, that there are many places where margarine is sold instead of butter?—Yes, very likely, and that reduces the price of home grown butter.

8260. And there is also a lot of foreign meat that is sold as English meat?—Yes, there is no doubt of that, and I think that is a great shame. I have no doubt whatever that a very great number of retail dealers in meat in England now sell this foreign meat, Australian mutton and American beef, as English. I think that is very hard. Going back to what I said before, in these days the landlord is expected to keep up an establishment and to live very much as he did, and to give back to his tenants 15, 20, 25, and 30 per cent. If he is is to keep up his establishment he must get his things now at a more moderate rate, but he cannot. He goes to the butcher, and asks the butcher, "I suppose "in these bad times you will sell me this meat "at something less?" The butcher says, "No, I cannot afford to do it." The real truth is, I believe, that a very great number of large establishments in London, and in the great towns, get from their butchers foreign meat which they charge for at English prices.

8261. I see "Canterbury lamb" ticketed up in some parts of the country ——?—Yes—Canterbury lamb from New Zealand. I have no doubt there are enormous quantities of it sold. I think that is one reason why things are so bad here, that there is an enormous quantity of foreign produce sold in this country now, to the detriment of our own farmers and growers, particularly meat; I emphasize that distinctly. I think there is an immense quantity of foreign meat sold at the price of English meat.

8262. Do you not think farmers are heavily handicapped with regard to railway rates—that the foreigner can put his produce on the London market cheaper than we can put our home grown stuff on the market?—I think there is rather too much made of railway rates, but I think railway rates for short distances are high, and I should certainly say that English produce should have fair play with foreign as regards railway rates.

Mr. *Griffiths*—continued.

8263. And even with Irish; I believe the Irish can send things cheaper from Ireland to London than we can?—Yes, I believe they do.

8264. And you know they are also in a better position to bring up their produce?—Yes.

8265. And their rents are lowered, most of them, more than ours are?—Yes, I believe they are very much lower.

8266. Do landlords in this part of the country, on the estates you represent, do anything in the way of introducing breed horses and cattle, and things of that sort?—Some landlords have done that. Mr. Corbett, a landowner here, has brought a shire horse on to his estate. There is a friend of mine here, I see him opposite to me now, who got a very nice cob down some time ago to try and improve the breed of horses.

8267. Do the tenants take advantage of it?—No, they do not. It is very disappointing indeed. Although the fees are put at a very moderate rate, they do not seem to take advantage of it. It is very disappointing. I have known a great many instances. Sir Watkin has got a shire horse, I think, on his Llanbrynmair property now, and I know several other instances. And the same in the way of bulls, and so on.

Mr. *Richard Jones.*

8268. You state that there are more changes made in the tenancies of late than in former years?—A few more I said. There are some few more, I think.

8269. To what cause do you attribute that?—Well, I have no doubt myself that it is the depression. I think it is, the times are not as good as they were; we all acknowledge that the times are not as good as they were and there are liable to be more changes, of course, on every estate.

8270. You say that there are instances where compensation has been paid for damage done by timber cutting. Could you supply the instances?—No, I am afraid I could not, but there have been several. I have myself on many many occasions during the years that I was agent paid money for damage done by timber cutting, but I could not give the instances. It is possible my brother might give some to-morrow. On his estate, I know he has paid damage for timber cutting.

Lord *Kenyon.*

8271. I suppose those instances could be obtained out of the books of the estate?—Oh, dear, yes, I have no doubt of it, with a little trouble.

Mr. *Richard Jones.*

8272. You are not aware whether any complaints have been made as regards these extra services that are required by the tenants?—I never heard of any complaints that I can remember now. As to keeping a dog, on my brother's estate it is obsolete; they have not kept a dog for 25 or 30 years if I can recollect.

Mr. *Richard Jones*—continued.

8273. Does it still prevail on Sir Watkin's estate?—Yes, I think the tenants there do walk some hound puppies now and then, but I never heard any complaints; they generally get very fond of it, and there is a row in the family when the puppy has to go.

8274. Then the tenant would not consider these services irksome?—Oh, not at all, and I may add I have seen many English agreements in which there have been a great quantity of services of this kind. I know of estates in Leicestershire where tenants have to give the landlord one cheese a year. There are estates in the Isle of Wight (I think they are Lord Winchelsea's, but I am not certain) where the tenant has to provide a certain amount of wheat batten for the stables. There are a great many estates in England where there are services of that sort.

8275. You say that the rents on the estate are pretty well the same as they were 50 years ago. Do you not think it would be more satisfactory to the landlord, and also to the tenant, if the rent was assessed oftener, more in accordance with the ruling prices of stock and produce?—No, I do not think so; it would be one perpetual change. I do not see how you would arrange it either, because one year may be very bad and the next year may be a good year again. You would be perpetually changing the rents backwards and forwards. I think it is better myself, a great deal, for a tenant to occupy at a fixed rent, and for the landlord to give him an abatement in a bad year.

8276. But you acknowledge that there is great fluctuations in prices, do you not?—Oh, certainly, there has been of late years. There did not use to be such fluctuation. Of course, there were bad years; there always will be as long as the world lasts, I take it, good and bad years, fat and lean years; there always must be. In a good year, of course, the tenants would not complain; in a bad year they must trust to the landlord to give them an abatement, and I do not think there are many landlords in this country, none that I know of, who would not meet their tenants very generously at a time of that kind; they always have done so.

8277. Of course a fixed rent is made on the assumption that the prices in 50 years' time would strike on the average about the middle between high and low prices?—Well, a farm is let at the value which it would be to let at the time it is let, I take it. Suppose you send a valuer over the farm; if you send valuers over farms I do not think there are a great many valuers who, if sent to value farms, would not value them a good deal cheaper than they would in these good years; you must take some sort of line of that kind. We had two or three very bad years here some six or seven years ago, I think it was, I cannot remember now; and then we had two very good years immediately following.

8278. You say that the rates have increased?—Local rates have certainly increased. The education rate and, I think, the sanitary rate

Mr. *Richard Jones*—continued.

are higher. I do not think the highway rate or the ordinary poor rates are higher than they were; but I think those two rates certainly press heavier.

8279. And you admit that the increase of rates has fallen on the tenant; on the occupier?—Yes.

8280. Would there be any objection to dividing the rates between the landlord and the occupier?—Well, of course, it would be a little off the tenant's shoulders and a little bit more on the landlord's shoulders. It would be rather a difficult thing to fix up a division of rates between the landlord and the occupier, because rates again fluctuate. The invariable custom for generations has been for the tenant to pay the rates. In some estates I believe the landlords pay all the rates; but then, of course, the rents are assessed accordingly.

8281. I suppose you know that this system prevails in Scotland?—No, I do not know much about Scotch agricultural questions.

8282. Do you not think it would be more just to the tenant, because when he takes a farm he takes it according to the rates at present existing?—Yes.

8283. And you generally find that rates have a tendency to go up?—That is so. Well, it may be; I do not like to express a decided opinion upon it, for it is a thing I have never very carefully considered as to the landlords paying half the rates, but there may be something in it. Of course it would be for the benefit of the tenant. It would be a little more out of the landlord's pockets, but it would be no doubt for the benefit of the tenant.

8284. You say there is little fallowing done in this district?—No, they do not fallow much here.

8285. The soil is light, I suppose?—Yes, there is very little of what you call summer fallowing here.

8286. Did there use to be much fallowing?—No, I do not know that there used to be; when you get to the Ruabon country, between there and Bangor, and in Montgomeryshire, as you know yourself, there is some fallowing done still—a good deal of fallowing—but not down here.

8287. Could you supply the Commission with instances where tenants have been compensated for cartage to buildings?—I could, I daresay, recall cases if required.

8288. Is there any reclamation of land going on?—No, I do not think so. I do not know of any.

8289. Has there been in years gone by?—Do you mean by tenants?

8290. Yes, by tenants?—Yes, there have been some instances of reclamation of land.

8291. When?—Oh, I should think a good many years ago—I cannot remember now.

8292. About 1874 or 1877?—Oh, before then; long before then; many years before.

Mr. *Richard Jones*—continued.

8293. Is there as much drainage done now as formerly?—I do not think there is quite so much, but some of the good farmers still go on draining. I know a good many instances where farmers have come to the landlords and asked for pipes to drain, and they generally do the work themselves. There are other cases where the landlord has done the draining for them and charged them a little interest. There are other cases again where the landlord has done the draining and not charged them any interest at all. I think we have tried to help the tenants of late years a great deal, in those small ways by the draining a field or doing some little thing in that way—either draining a field or giving the tenant a truck of lime or something of that sort.

8294. You stated that in some cases compensation had been paid to tenants for damage done by game?—Yes.

8295. Could you give us any instance where damage has been paid for that?—I know some cases have occurred in which damage had been paid on my brother's estate and on other estates sometimes, but I cannot tell you the exact instances. I am quite sure that in old days I paid the tenants damage on Sir Watkin's estate in some instances, but I could not tell you exactly because it is a good many years ago.

8296. You could not give us the names of the persons who received compensation?—No, indeed, I am afraid I cannot.

Lord *Kenyon.*

8297. They could be furnished as to your brother's estate to-morrow?—Yes, I daresay he could tell you. I am quite sure that there are many instances in which they have received money or something for the damage done by the game. I am quite certain of it—a great many instances.

Mr. *Richard Jones.*

8298. You say that you know several tenant farmers who have bought their holdings; when were those holdings bought?—Some have been of late years; some many years ago. The other day in Anglesea, I believe, there was a large sale, and a great quantity of the tenants bought their own estates there on Sir Richard Bulkeley's estates, but I do not know the estates personally.

8299. On the district you speak of?—On the district I speak of there have been a good many. I know of one, that Mr. Roberts has bought; I do not care to say where he is of because there are so many Mr. Roberts, I do not like to mention names.

8300. How does the number compare now with what was bought say 20 years ago?—The number of purchases?

8301. The number of freeholds bought by tenant farmers?—I think there are more men buy now than there were 28 years ago.

8302. Or as many?—I believe so. I believe if any largish estate was put up for sale anywhere about here the great quantity of the

Mr. *Richard Jones*—continued.

tenants would buy their holdings. That is my opinion; lots of them.

8303. Do you think that tenants who start with nothing but a bare capital are as able to provide for their families now as they were 20 years ago?—No, I do not know that they are; I should say not. Of course it is always an advantage, not only to a tenant but to the landlord, to have a man with a little capital behind him, and they generally get on better. I think it has been the fault rather in Wales that many men have taken farms too soon, rather before they had sufficient capital to take them. We heard an instance yesterday and there are no end of instances in the country, where labourers have acquired a competency and taken a farm and many of them have got on very well; on the other hand some of them have taken a farm too soon, before they really were strong enough to take it, and have broken down; I think that is the reason why a good many of the smaller farmers have broken down—that they have embarked on a farm too soon. If I remember rightly, there were four or five instances quoted yesterday by one of the witnesses, of men who had gone from labourers to farmers, and I know myself, personally, of several. I know one of the men now (I do not mind giving this instance) who is my brother's cowman; he has a very nice occupation at present and is getting on very well.

8304. Then the inference we are to draw is, that the labourers are better off than the tenant farmers?—The labourers are very much better off now than they were.

8305. But better off than the tenant farmers?—The labourers?

8306. Yes?—Well, I think they are. I think the labourers are better off than the tenant farmers at present. The labourers are certainly doing very well. As I said before they get higher wages than they used to get, I should think 25 per cent. higher, and all the commodities of life which they have to buy are a great deal cheaper. I do not think the labourers have anything to complain of at present at all. The only difficulty I see ahead is this; if things go on much longer and the landlords have to return these heavy percentages to the tenants, and possibly heaver still, by degrees they will cut down expenses so far that they will get rid of the labourers that they employ. I know there is a great tendency now for the landlord, and everybody who employs labour, to cut down his labour bill as much as he possibly can. Certainly the labourers are getting very good wages and doing very well at present. I may say there is one tenant farmer very near here, only about four miles away, who bought his holding the other day. There are heaps of cases that might be quoted.

8307. If you recollect, I asked you on Tuesday about the case of Dorothy Jones. Are you able to state anything to-day as to that?—I can only state this, that as far as I can remember she married rather a large farmer not very long after her widowhood, and it was on that account

See 735

Mr. *Richard Jones*—continued.

that she left the farm. She had notice to quit. All the tenants have notice to quit given them on a change of tenancy, in case of death or anything of that sort, in order to put them on a new agreement. She had the ordinary notice and a short time after she went and married rather a large farmer—I think not far from here, as far as my recollection serves me. Then it was a question of his going to her place or her going to his, and it was arranged that she went to him, that she went to the large farm. That was really the truth of it as far as I can remember, but of course it is a long distance of time, and with such a large property, where, as I said before, there are about 1,700 tenants, it is very hard to recollect the circumstances under which every tenant left the farm. It is almost impossible to do it.

Mr. *Seebohm.*

8308. The first question I should like to ask you is with regard to the question of rates. May I ask whether it is the usual thing for the agents of estates in North Wales, or in this district, to be on the boards of guardians?—Yes, a good many of them are.

8309. Then do you not think that a guardian who represents a landlord who is not directly going to pay the rates for this next coming winter, for instance, would be placed in rather a disagreeable position to him in case there had to be a great increase, say in the poor rate, to meet a very bad winter, knowing that he would pay nothing and that the tenant farmers would practically have to bear the brunt of that excessive charge for that particular year?—It would be disagreeable for the agent, you mean.

8310. Disagreeable for the agent, I mean, in voting the increased rate; would he not feel that he was in a wrong position, from the fact that he was voting for a rate to be paid by tenants of the landlord whom he represented which the landlord himself would not be called upon to contribute to?—I do not know that he would. Personally, I am now a member (an *ex officio* member, of course, only) of the board of guardians, and it is our earnest endeavour, as far as we possibly can in these bad times, to keep down rates; we try all we can because the rates, of course, do press more heavily upon the farmers at the present time, and we do all we can to keep them down. I do not know that an agent would consider it in that way, but I am quite sure that every agent would do his utmost to keep down rates, and do his duty as a member of the board of guardians.

8311. I can quite understand that, but it always seems to me that the reason why it would be well for the landlord to pay half the rates is that in giving his influence and his vote on such a question as the poor rates he would naturally feel that he was making his own contribution instead of levying a contribution upon his tenants. That is the point of view from which I look at it, and I should like to ask you whether you would not answer the question again, and say whether you think that the division of the rates between landlord and tenant would be an advantage from that point of view?—Well, it ought to be—it might possibly be. I think I told Mr. Richard Jones that I had not thought this point over very carefully, but it might possibly be an advantage for the rates to be shared.

Mr. *Seebohm*—continued.

8312. That is what we feel in our neighbourhood. I am on a board of guardians, for instance, and I feel very great delicacy in voting for a charge which I know the tenant farmers are going to contribute to so much more than any of us?—Quite so.

8313. Then the only other point I wanted to ask you about was about these agreements. I am much obliged to you for putting in this agreement of 50 years ago. Perhaps you would like to take it in your hand [*handing the agreement to the witness*]. In that agreement of 50 years ago——?—This is not on an estate with which I am acquainted; well, I know the estate, but that is all.

8314. But it would be probably typical of agreements 50 years ago?—I think so, yes.

8315. There the landlord reserves the game and fish, and liberty to sport, without any qualification?—Yes, that is very much the same as they do at present.

8316. And the tenant is to use his best endeavour to preserve the game on the premises?—Yes.

8317. Now, since this time we have had the Ground Game Act of 1880, and I see that in your new agreements you say, "Subject to the provisions of the Ground Game Act of 1880," so that, so far as the agreement is concerned, the agreement is loyal to the law?—Yes.

8318. But do you consider that in these districts, after this lapse of time since 1880, there has grown up a feeling of loyalty, both on the part of the landlord and on the part of the tenant to the Ground Game Act?—I think the landlords perfectly recognise that the Act exists and the tenants avail themselves of it.

8319. And, on the whole, there is not so much friction as there used to be in the old times?—No, I do not think there is perhaps. Of course, in the old times, on some estates, for instance, there were a great many hares. As I said before, hares are becoming rapidly extinct.

8320. Then with regard to the Agricultural Holdings Act of 1883, this agreement, as Mr. Brynmor Jones pointed out, was so worded, if you take the common reading of it, as practically in case any of the clauses in the agreement were unfulfilled by the tenant to deprive the tenant, not only of those improvements for which he ought under the Act to get the written consent of the landlord, but also those which are absolutely given to him by the law. You stated that that penal clause was practically never enforced?—Never, by any chance.

8321. But do you not think that the time has come when landlords would find it to be in their interest to make their agreements entirely correspond with the law in these respects?—I think, as I said before, it would be a very good thing

Mr. *Seebohm*—continued.

if there was a kind of model agreement drawn up; it would do well for almost any estate in the country; I think I could draft an agreement probably a great deal better than the one you have there which I drafted; well, I did not draft all that agreement, I only drafted the compensation clauses; I could draft an agreement, as short as possible, which would do perfectly well between landlord and tenant; they very seldom have any difference. That agreement was not intended in any way whatever to oust the Agricultural Holdings Act, and I did not think it would have that effect; it was meant the other way; it was meant to give the tenant compensation in those clauses for anything that he did.

8322. Quite so. I am not quite sure whether Mr. Brynmor Jones takes that view, that the alternative of these clauses being void would be to set up the Agricultural Holdings Act?—I think it certainly would. That is my idea, that if the clauses of the agreement are not fair and reasonable, then the Agricultural Holdings Act would be set up.

Mr. *Brynmor Jones.*

That, of course, raises the construction of a somewhat difficult section in the Agricultural Holdings Act of 1883, section 5. It says: "Where in the case of a tenancy under a "contract of tenancy beginning after the commencement of this Act any particular agreement in writing secures to the tenant for any "improvement mentioned in the Third Part of "the First Schedule hereto, and executed after "the commencement of this Act fair and reasonable compensation, having regard to the "circumstances existing at the time of making "such agreement, then in such case the compensation in respect of such improvement "shall be payable in pursuance of the particular "agreement, and shall be deemed to be substituted for compensation under this Act." I cannot help thinking that the draftsman who drew that agreement intended to try to make that particular agreement a substituted agreement under the Act; but, if so, it hardly seems to me to be "fair and reasonable." That was my point.

Mr. *Seebohm.*

But if it was held not to secure it, it probably would set this clause in force?

Mr. *Brynmor Jones.*

The Act is somewhat difficult of construction on that point.

Mr. *Seebohm.*

However, the point I wished to draw attention to was whether, after all, it was not much better that the agreement should be made to correspond with the spirit and the letter of the law.

Mr. *Brynmor Jones.*

That was precisely the question to which I was leading.

Professor *Rhŷs.*

8323. I have hardly anything to ask you, as I have not been present during a great deal of your evidence. I saw yesterday a copy of an agreement in Welsh, as well as in English. Have you any Welsh versions at all of your agreements?—No, I do not think my brother had them translated into Welsh. I am not quite sure whether he has had that done lately or not; he will be able to answer that question to-morrow.

8324. Do the tenants have the agreements explained to them?—Always.

Mr. *Seebohm.*

8325. There would be no difficulty in having them translated into Welsh, would there?—Not the slightest. I think Mr. Price, of Rhiwlas, had them translated into Welsh.

8326. Would there be an advantage in having these Acts of Parliament translated into Welsh?—I should think there would, certainly. As one of the witnesses said yesterday, an Act of Parliament is always rather hard to follow.

Professor *Rhŷs.*

8327. In any language?—In any language. It would take a good many men a very long time to make out the meaning of this Agricultural Holdings Act. It is very difficult to understand what the real sense of it is, and I think it would be a good thing to get the Act translated into Welsh.

Lord *Kenyon.*

8328. We heard yesterday some complaints from the tenants that they had not received payment for haulage. Is it not usually the case that some agreement is come to beforehand between the landlord and tenant when he is doing the repairs?—It is sometimes, and sometimes not.

8329. I mean to say as a rule, the tenant is called on to do haulage, if the repairs are done for him?—Yes, always; that is always understood. A man says: "Will you build me a new house;" and it is quite understood that he is willing to do the haulage, quite willing. We generally arrange that it shall be done at a time convenient to him.

8330. I suppose the agreement for compensation would be merely in case the tenant should leave his holding shortly after the building was erected?—Yes, there have been some few cases of that kind that I have known, and we have always compensated the tenant.

8331. Similarly, these services in the agreement that were spoken of, I suppose, are well known at the time of entry?—Yes.

8332. They are explained to the tenants?—Perfectly.

8333. And the man accepts them as reasonable when he takes the farm?—Yes.

8334. Many farmers express themselves as in favour of a Land Court. What would be your view as to the benefit of a Land Court?—Well, I do not think a Land Court is necessary at all,

Lord *Kenyon*—continued.

I think it is much better to leave the landlord and tenant to settle their own differences without the intervention of a third party; a third party would be a Land Court. And it would have this tendency also, I think, that if the tenancies were subject to valuation by a Land Court, the landlord would stop entirely doing repairs and improvements on their property; it would have that effect.

8335. That is the very question I was going to ask you; they would take less interest in their estates?—Certainly.

8336. Then, many of the tenants express a wish for fixity of tenure. What would you understand by that?—That would have very much the same effect as a Land Court, I should think. The landlord would cease to take the same interest in his property that he did before, and he would not expend as much money on it, certainly.

8337. Now, we have heard of applications for leases. You said there were not many. Do you know any cases where farmers who have had farms on lease, at the expiration of their lease have taken a yearly agreement in preference to a renewal of their lease?—I cannot remember any. I do not remember any leases.

8338. You never had any leases?—I cannot remember any at present.

8339. As regards the game, would you say that there being game, gave the landlord some amusement and occupation on his estate?—Certainly; and in a great many cases keeps the landlord at home, where otherwise he would go away.

8340. And the tenants rather welcome their landlords shooting?—Yes; I have always noticed almost every tenant on a farm on which the landlord happens to be shooting, goes out for the day, and laughs, and jokes, and talks, and makes himself pleasant. And most of them are very glad to see their landlords have a good day on the farm, and if he does not have a good day they are sorry. I have known many cases of that kind, and the landlords invariably send them some game.

8341. Then you think if the Game Laws were repealed or abolished, it would not contribute to the friendly feeling between landlord and tenant?—I do not think so.

8342. With regard to the cottage shows, are there not cottage shows at Glanllyn and Peniarth?—There are. The oldest one I remember is the one at Llangedwyn, in Denbighshire, which has been established for a great number of years and has been enormously successful there. Then there was another one at Glanllyn, another one at Peniarth, another one at Mr. Vaughan's, of Nannau, and some others, I think. I cannot remember where now. I may say distinctly that the change wrought in the gardens, which are within the district of these shows, is something extraordinary. There was a show the other day at Nannau, and the vegetables there—the flowers too, I may say, but particularly the

Lord *Kenyon*—continued.

vegetables and many other products—were extraordinarily good.

8343. From the Report of the Commissioners on the Employment of Children and Women in 1867, I see Mr. Edward Jones, of Dolgelly, farmer and innkeeper, says:—"The cottages in "this part of Wales are very bad and very "inconveniently situated with respect to the "farms. They are built without the least "regard to ventilation, and are often over-"crowded. Gardens are rare, and in both cases "the cottages have not an inch of ground "beyond what they stand upon." Would you say that was the case now, or has that been remedied?—I think the cottages have been very much improved since then.

8344. Do they have, as a rule, gardens?—They have, I think so; most of the cottages, I think, have a little bit of garden to them; but, as I said before, they are not well kept, except within the districts of these shows, where there is some encouragement.

8345. I was sorry to hear you make a remark about clubs. You said that clubs had in many cases failed?—Yes. I do not know about them here so much. I do not think the men quite belong so much to clubs here; but I remember in the Ruabon district a good many cases of old men too. I remember one distinctly who had been putting his little money into the club almost all his life, and then in his old age, when he could have fallen back on the club, the club had become bankrupt. There are many instances of that kind.

8346. That is my experience?—I think they depend now rather on the large clubs like the Manchester Unity and bodies of that kind. I fancy so.

8347. And it would be a good thing, would it not, if the landlords encouraged them to put their money in sound clubs, and made them known?—Yes, I think so. There is an instance near here of a little club. I do not know whether it became bankrupt, but I think it failed.

8348. The Shropshire Provident Society, I may say, is an exceedingly sound body?—I think a good many of these small clubs are very badly managed—mismanaged in fact. It is a very sad thing to see men, or women either, who have been putting their money into clubs all their lives, and who just when they wanted the money have found the clubs have gone bankrupt.

8349. Do you know cases of farmers having started their sons in other farms?—Oh, dear me, yes, heaps of them; on Sir Watkin's property all over it—quantities of cases—and daughters too. Perhaps one or two sons and a daughter and the father all living on the same estate.

8350. A witness stated yesterday that he thought a cottage would cost about 60*l.* to build. What is your experience?—I should be very glad if he would build a lot for me at 60*l.*

8351. So would I. What is your experience of the cost?—You cannot build a decent cottage of any kind under 130*l.* or 140*l.* If you build a pair together you can build them, perhaps, for

Lord *Kenyon*—continued.

250*l.*, but if you build anything under that, they are rubbish.

Mr. *Seebohm.*

8352. Is that when you have the stone on the ground?—Yes, even with the stone on the ground, because the places where you get stone are rather out of the way, and, of course, you have to pay for the haulage to the cottages, and the haulage is expensive in some of these out of the way places, where some cottages, perhaps, ought to be built. I think the reason why cottages have not been built more is that they are very expensive to build, and they pay you no percentage whatever. You get nothing for it. You build a cottage which costs 130*l.*, and you have to let it for 3*l.* a year, and keep it in repair. Of course the tenant is never expected to do much; the only thing he ever was expected to do was to keep glass in the windows, and he does not very often do that.

Lord *Kenyon.*

8353. You stated, I think, that on Sir Watkin's estate some of the tenants are expected to walk a hound puppy?—Yes, they are asked to. There is nothing in the agreement about it whatever, but for many generations on that estate, I think—I could go back to something like four Sir Watkins—it has been the rule to walk a hound puppy for him if he asked them. It is generally arranged in this way: that the tenants who walk one this year will not be asked to walk one next year, so that a change is made in that way, so that the tenant does not have to walk one every year.

8354. I think he sends out about 100 pups, does he not?—Yes.

8355. And I think there are hound puppy shows?—Yes.

8356. At which prizes are given?—Yes.

8357. And there is very keen competition for those prizes?—Very keen competition, indeed, and the tenants are very pleased if they happen to get a prize. I know two or three of his tenants in the Llanbrynmair district who had a prize, such as a cup or a teapot, or something of that kind, who are immensely pleased with it.

8358. In fact, they are very glad to have the hounds there?—Yes, in fact, they are generally very sorry to have the hound go away.

8359. Do you know the Welsh term for walking a hound puppy?—No, I do not think I do.

8360. Could you tell me whether there is any difference in the tenure of land in England and in Wales. I mean is it held in the same way?—Exactly.

8361. Exactly, in the same way?—I cannot see any difference whatever. It seems to me exactly the same. The only difference is this, that in many parts of England the tenants enter at a different time to what they do here. Even in Wales, as I said before, the tenants enter in Merionethshire on the 25th of March, and in Denbighshire too. In the Vale of Clwyd they enter in November

Lord *Kenyon*—continued.

8362. So far as other matters are concerned, you think it is the same?—I think it is the same.

Sir *John Llewelyn.*

8363. This question arose out of what Lord Kenyon asked you. He asked you a question about the abolition of the game laws. The game law, as it stands at present, gives game to the occupier, I believe?—It does.

8364. So that the exercise of those rights by the owner are simply a matter of agreement?—That is all.

8365. Is that allowed for in the rent?—No, I do not think it is. I do not think there is any allowance made in the rent.

8366. If that be the case, who pays the rates for the right of sporting?—The owner always. Of course, if the game is not reserved in the agreement, the game belongs to the occupier, and there are a great many small places where the game is given to the occupier.

8367. So far as the law is concerned, it gives the game to the occupier?—Yes, it gives the game to the occupier.

8368. And it is the agreement by which the occupier parts with it to his landlord?—Exactly.

Chairman.

8369. These questions are put in by Mr. Vincent:—"You have said that you frequently "allow time to a tenant who has not all his "rent in readiness. Could you do this if the "preferential claim for rent were abolished"?—No, I do not think I could.

8370. A question by Mr. Vincent: "Have "you ever within your recollection consolidated "two or more farms without finding a new "holding for any tenant who might be dis-"possessed"?—Never that I remember. We should never consolidate farms unless there was an opportunity——

8371. I think that is an answer. A question put in by Mr. Llewellyn Jones. "In your "evidence you stated that for many years the "clause as to rearing dogs for the landlord was "not enforced on the Peniarth estate. As a "matter of fact, has not the tenant of Pen-y-"Wern within the last four years reared dogs "for the landlord"?—No, not that I know of. It was enforced 20 or 30 years ago.

8372. Not in the last few years?—No, not that I know of.

8373. Another question by Mr. Llewellyn Jones: "On upland farms is all the draining "done by means of pipes"?—Sometimes they make bush drains.

8374. Where drainage is carried out by means of stones being used instead of pipes, is the tenant compensated for the cutting of the trenches?—It would have to be a special arrangement. We do not look with favour upon drains made with stone or faggots——

8375. The answer to that is "No"?—No.

8376. A question by Mr. Llewellyn Jones: "Mr Wynne stated that all the land agents and

Chairman—continued.

" valuers employed were experienced men " ?—I do not think I quite stated that. I said I knew most of the land agents in North Wales, and, as a rule, they were experienced men.

8377. " Do you know that Mr. Edwards, who " was until a few years back a draper at " Pwllheli, without any experience of agri- " culture, is nevertheless employed on several " estates to make re-valuations on the land- " owners' behalf " ?—I do not know Mr. Edwards personally. I know of him, but I do not know him personally.

8378. You are not competent to answer that ?—No.

8379. Mr. Llewellyn Jones also puts this question: " Can you give any idea of the " number of cases where outgoing tenants have " been compensated for general improvements " to farms " ?—No, I cannot; I said there have been some cases.

8380. Could you, on another occasion, give a list of the above cases, with the amount of compensation given ?—I do not think I could.

8381. Question by Mr. Llewellyn Jones: " How many farmhouses on the Nannau estate " have fallen into ruins " ?—I never was agent for the Nannau estate.

8382. Question by Mr. Llewellyn Jones: " Does the witness know anything personally

Chairman—continued.

" of the diet of tenant farmers and labourers " ?—I do not know personally; but I know pretty well what they have, and it was explained very lucidly by a witness yesterday.

8383. I think you have told us, and we need not press that. Another question by Mr. Llewellyn Jones: " In many cases have not " small freeholders been bought out by the " neighbouring landlords at high prices with a " view to increasing the estate of the landlords, " and in many cases to get the shooting of game " over a large estate " ?—I do not think so. There have been freeholders bought out. There was a case quoted yesterday by that facetious witness who told us he sold his little place. When they do sell them to the landlord, they generally get a high price for them.

8384. You are not capable of answering that question ?—No, I do not think I am.

8385. A question by Mr. Llewellyn Jones: " Do you consider it reasonable that a tenant " should do all the haulage, &c. for buildings " and labour in connexion with draining, and " at the same time be liable to six months' " notice, as upon most estates in Merioneth- " shire " ?—I consider it quite reasonable if he makes that arrangement with his landlord. It is a matter of arrangement and agreement.

8386. That is " Yes " ?—Yes.

The witness withdrew.

Mr. *John Vaughan*, of Nannau.

Chairman.

See 8198.

8387. My Lord, if I might be allowed, as the case has been referred to of No. 3, I will put in that agreement [*handing agreement*]. Perhaps, my Lord, it would be convenient to answer that question now.

I am afraid we cannot take any statements. Any statements you wish to give be good enough to put in in the form of a question, and we shall be glad to receive them.

Mr. CHARLES ALFRED JONES called and examined.

Chairman.

8387*a*. Will you kindly tell me where your property is ?—The small property which I have an interest in, is in the parish of Trawsfynydd, about 12 miles from Dolgelly.

8388. I am told it is 800 acres ?—No, that is a slight mistake. It is between 400 and 500 acres.

8389. You live at Carnarvon and employ no agent ?—No.

8390. And you manage the property yourself ?—Quite so.

8391. I will run through the evidence. We went through the evidence yesterday, and some questions have been put to some of the witnesses which we need not detain you about. If you will allow me to run through the evidence, I can then refer you to points that we want to ask you about, and then the Commissioners can ask you questions. Where there are rights of pasture over " sheep runs, &c.," in whom

Chairman—continued.

are such rights vested, and subject to what payments and conditions ? Are they " without stint," or how are they limited ?—There are considerable sheep runs over the two farms which I have, and the tenants are privileged without payment to have the use of them. The land, in my opinion, is not adapted for cultivation

8392. What is the usual date of entry in your district ?—It varies from the 29th March to the 12th November; but on my small property it is the 29th September and the 25th of March.

8393. And I understand you to say yours are yearly tenancies ?—Yearly tenancies.

8394. What are the usual conditions of tenancy ? Can you produce a copy of your agreement ?—I have no written agreement at all.

8395. You have no agreements whatever ?—No, I have no agreements at all.

Chairman—continued.

8396. Were there any letters that passed between you?—There was perhaps a letter or two passed between us about the two farms, and that is about all. One of the tenants has been on the property about 50 years, and I came into the property whilst he was there, and he still remains there.

8397. Do you say you have no written agreement whatever with any one of your tenants?—None at all.

8398. A verbal agreement?—A verbal agreement.

8399. No agreement as to notice at all?—No. I think 12 months' notice is the understanding and I pay the tithe; and so far as those little details go, of course we understand one another.

8400. Have rents been raised generally, or in individual cases, within the last 50 years? Have you anything to say upon that point?—So far as I am concerned, the rents have not been raised for 50 years, in fact, the rent on one of the farms has been slightly lowered.

8401. On your property?—On my property, slightly lowered.

8402. When you let a farm, is the holding let to the highest bidder?—Well, I had a few applications, and I considered this on the last occasion of a vacancy, and I took the man whom I considered to be the most desirable tenant.

8403. Have you had any permanent reductions or temporary abatements of rent?—A permanent reduction in one farm has taken place on the occasion of the present tenant going in, and temporary abatements have taken place within the last few years, varying from 10 to 20 per cent., and in the last few months 20 per cent.

8404. Is there any notice given by you to your tenants of any such abatement?—No, not a long notice. Just about a month's notice.

8405. You let them know a short time before what you mean to do? You do that?—Yes. I let them know.

8406. What is the average size of your farms?—The two farms that I have vary from 200 to 300 acres.

8407. Each?—Yes.

8408. How many tenants have you?—Two. I have only two farms.

8409. You have cut up your estate into two farms?—It has been so for many years.

Sir *John Llewelyn.*

8410. What is the total acreage?—The total acreage is 200 and 230. I can tell you exactly if you wish to know.

Chairman.

8411. Can you tell me what improvements are usually made in your case?—All the improvements have been done by me in my case.

Chairman—continued.

8412. The tenants have done nothing?—The tenants have done nothing.

8413. Is there any allowance in your part of the country as to crops, manure, and so on, to the outgoing tenant?—I think the outgoing tenant makes the best arrangement he can with regard to the purchase of the stock and the manure with the incoming tenant.

8414. And do they fight it out between themselves?—No. It is generally a matter of arrangement. I say, "If you can come to terms "with the outgoing tenant you can have the "farm." There is nothing to be paid for goodwill or anything of that sort, but it is desirable that the same sheep, for instance, should be kept upon the same farm.

8415. Have you any game on your property?—There are a few grouse.

8416. But no ground game at all?—No ground game at all. I saw one hare there not long ago, and I think that is the solitary one.

8417. I hardly need ask you about the relations with your tenants. I suppose they are very friendly?—Very friendly.

Professor *Rhŷs.*

8418. Did I understand you to say that the incoming tenant makes the best terms he can with the outgoing tenant; that you tell him he can have the farm if he can arrange with the outgoing tenant?—If he can arrange for the purchase of the stock, and so on.

8419. So that you practically give up your right of making arrangements with the incoming tenant?—Yes. If a man wants a farm I tell him, "You can have the farm if you can come to terms with the outgoing tenant." As I explained, I have only had occasion to change once, and that solitary instance is as I tell you.

8420. You see what I mean?—Yes, I understand. Of course I first of all told the man he could have the farm if he could arrange with the outgoing tenant.

Lord *Kenyon.*

8421. You settled the rent with him first?—I settled the rent certainly.

Professor *Rhŷs.*

8422. But the two tenants form a sort of land court in your case in that way, do they not?—Well, they would.

Lord *Kenyon.*

8423. May I ask the names of your farms?—Bod-y-fuddai and Ysgwrn.

Mr. *Richard Jones.*

8424. You say that you have no agreements with the tenants?—No; no written agreements.

Mr. *Richard Jones*—continued.

8425. Is there liberty for them to sell roots and hay from the farms?—I do not think they have done so.

8426. You would not interfere?—I have not any agreement of that sort. I would not interfere with the matter at all, until the question arose.

8427. You would not raise any objection?—Of course I would not be in a position to do so. Of course I am aware it is not a usual thing to let a farm in the way that I do, but of course I am not an experienced farmer.

8428. You say there is no custom prevailing in the neighbourhood?—Well, I do not know what the custom is in this district; I do not reside in this neighbourhood myself.

Mr. *Brynmor Jones.*

8429. Are these upland farms?—Yes, they are.

8430. Do you know what number of labourers your tenant farmers employ?—I do not think they employ more than three or four. They work themselves, as a rule.

Mr. *Brynmor Jones*—continued.

8431. Are there any labourers' cottages on these farms?—No, there are no labourers' cottages on these farms.

Chairman.

8432. I have some questions here, put in by Mr. Vincent. Do you speak Welsh?—I do.

8433. Do politics or religion make the slightest difference to you in choosing or retaining a tenant?—Not the slightest. I do not know the politics of either of my tenants, or whether they are Churchmen or Nonconformists.

8434. How soon is the rent paid after it falls due?—It falls due on the 29th September and the 25th March, and it is generally paid about Christmas and June.

8435. Can you give any particulars of expenditure on your improvements?—Yes. During the last three years I have spent something like 160*l.* upon the property in building cow-houses and hay-sheds.

8436. Have you any objection to give us the returns of what the property brings in?—Not at all. My gross rental is 130*l.*

8437. And you spent on the property?—And I spent on the property within the last, well, I may say two years, about 160*l.*

The witness withdrew.

Mr. William Pugh called and examined through an Interpreter.

The Interpreter read the following statement of the Witness:—

"Evidence of Mr. William Pugh, Pantglas, Trawsfynydd. Tenant farmer, having lived for the last 40 years in the neighbourhood of Trawsfynydd.

"Evidence chiefly relates to the following farms:—

"Defeidiog ucha, Brynllin fawr, Brynllin Bach, Cwmhesgen, and Dolcynafon, on the estate of Mr. Vaughan of Nannau.

"The farms in the district are chiefly pasture and sheep farms, and the farms above mentioned are now almost entirely used for sheep.

"In about the year 1853 I took the two farms of Brynllin and Defeidiog. The two farms cover about 1,000 acres of the most mountainous land in Merionethshire. For about 20 years the rent remained at 90*l.*, but about the year 1873 the estate came into the hands of Mr. Vaughan, Nannau, Dolgelley. It was revalued, and without a proper notice being given my rent was raised 40*l.* Soon after this, when the agricultural depression came, the tenantry petitioned Mr. Vaughan for an abatement. My signature was the first. I was summoned to appear before the agent, who asked me who had prepared the petition. I stated that I was one who had done so. He then reprimanded me for causing a disturbance upon the estate. A short time after this I went to pay him some arrears which I owed—the only arrears I ever ran into. I applied for a reduction which was refused. I then offered to take the farms at the old rent, provided Defeidiog Ucha was inclosed. In a few days, however, I received a notice to quit. I then went to the agent again and all I could get from him was, that he was quite determined to have a change of tenants. With the exception of myself, all the tenants received an abatement of 10 per cent. Six months after I received the notice I left. This was in 1886, which was an especially hard year for sheep farmers, owing to the number of sheep which died during the winter. It means a loss of 600*l.* or 700*l.* for me to leave that year.

"In accordance with my agreement I had to offer all my sheep to my landlord. We could not decide upon the price, and an umpire had to be called in, and there was a considerable delay. During this time a large number of sheep died and the loss fell entirely upon me. Fully 600 of my sheep died that winter, and the rest were in a very poor condition.

"During the time I was tenant I made the following improvements:—

"(*a.*) I built a large number of stone walls, 5½ feet high, about the farm; I estimate they would amount to fully 100 roods, and at a moderate estimate would cost 10*s.* a rood. These walls are still in good condition and should last for scores of years.

"(*b.*) I also drained scores of acres of land.

"(*c.*) I carried all the materials for the repairs which my landlord made, and built a cow-house, towards which I received a sum of 4*l.* from my landlord.

"When I left, I received not a penny of compensation for all the above improvements.

"When I went on the estate in 1853 there was a good tenant on each of the farms, but now there are five farms in the district without tenants occupied by the landlord himself, and these farms are rapidly becoming wild.

"Soon after the present agent was appointed, the tenants of the estate became uneasy as the rents were raised upon the death of an old tenant. If the tenant died, his widow or children had, as a rule, to pay an advanced rent.

"I believe if I had been able to approach my landlord himself, instead of his agent, I would not have suffered the hardship I did. The landlord was an Englishman and I a monoglot Welshman."

Mr. *Seebohm.*

8438. What is the name of your farm?—I live at Pant Glas, Trawsfynydd.

8439. In the village?—In the parish of Trawsfynydd, six miles from the village.

8440. What is the name of it?—Pant Glas.

8441. That is the name of it now?—Yes.

Mr. *Brynmor Jones.*

8442. I think you stated that the rent was raised without notice. Do you mean by that statement that your rent was raised without notice to quit?—Yes.

8443. What! That the agent simply came and told you, "Next half-year you must pay me so much"?—They gave papers after valuation. I think that it was so.

8444. And what year did this raising of rent take place in?—I am not sure.

8445. Well, about how many years ago?—Was it 9, or 10, or what?—I should think it is from 10 to 15 years ago.

8446. When was it that you met the other tenants? How long after the rent was raised, or how long before 1886? I am not quite clear about that?—We see each other now and then; we meet together now and then, there was no committee or anything of that kind.

8447. What was the year when the petition was got up?—I do not remember.

8448. How long before you received notice to quit?—Less than six months before receiving the notice to quit—some time in the course of that year.

8449. When you told us that you received no compensation from the landlord, do you mean that you received nothing at all upon leaving the farm either from the landlord or the incoming tenant?—Yes, nothing at all.

8450. What became of the sheep?—The incoming tenant bought my sheep.

8451. And was the income paid to you in respect of the sheep the only payment which you got?—Yes.

Mr. *Brynmor Jones*—continued.

8452. Did you keep the two farms on till 1886? I was not quite certain?—Yes.

8453. From 1853 to 1886?—I was at Bryn-llin from 30 to 35 years.

8454. Do you object to tell us whether you were able to save any money during that time, or whether you found the farming of these two farms not profitable?—No, I was not able to save any money, inasmuch as they had raised the rent 40*l.*

8455. After the raising of the rent you found it somewhat difficult to get your rent together?—Yes.

8456. Did your children help you about the farm?—Yes.

8457. After they had grown up?—Yes, three of them after they had grown up.

8458. They remained with you till 1886, did they?—Yes. One of them had married and had lived on the farm, and I lived elsewhere.

8459. What sized farmhouse had you got?—Now?

8460. No, from 1853 to 1886?—Including the mountain it was over 1,000 acres, I should say.

8461. I was not asking as to the extent of the farms, but I was asking as to the dwelling-houses to the farmhouses?—It was large enough.

8462. How many rooms?—Seven or eight. No, there were more—a buttery.

8463. You had better name them?—A buttery, kitchen, parlour, a chamber above the parlour, two above the kitchen, and one above the buttery.

8464. How many bed-rooms does that make altogether?—Four, and we used the chamber downstairs for the purpose of sleeping.

8465. Do you employ any domestic servants?—Yes.

8466. How many?—Two or three, as necessary.

8467. Besides your boys, do you have any male labourers living in the house?—Yes.

8468. After 1886, just before you left, how many were sleeping in these five rooms, as a rule?—Eight to ten, but more in the summer. We lived in another farm.

8469. But, in the first place, there were 8 to 10, and in the summer more people?—Yes, sometimes.

8470. Were the female servants employed in the fields at all?—Yes, sometimes in the summer.

8471. Is that the general case in this district?—Yes, up yonder in gathering the hay-harvest.

8472. Are there any cottages at all on these 1,000 acres?—There is one summer house—"hafdy."

Professor *Rhŷs.*

8473. "Shieling" is the Scotch word.

Mr. *Seebohm.*

8474. Where is it?—Defeidiog farm.

Mr. *Brynmor Jones.*

8475. Do people live in this schieling?—Yes. Someone lived in this hafdy when I had it.

8476. All the year round?—Yes, all the year round.

8477. Was that one of your labourers?—Yes, those to whom I paid wages.

8478. Generally a husband and wife, and their children?—Yes.

Mr. *Seebohm.*

8479. The shepherd?—No, not the shepherd, the labourer.

Mr. *Brynmor Jones.*

8480. Was the other the house which you and your wife were in the habit of living in on the same farm?—Yes, towards the end, six years.

8481. Well, that was a pretty good sized farmhouse?—Yes.

8482. How many rooms in that?—When we went there there were three bed-rooms, parlour, a kitchen, and a buttery.

8483. How many people, as a rule, inhabited that house?—Four or five.

8484. Were both these houses in good repair, or were they not in good repair?—Yes, they were in good repair.

8485. Have you any objection to tell us whether you are a Nonconformist?—No, I have not.

8486. What is it?—I am a Nonconformist.

8487. Have you any objection to tell us what your politics are?—They know too well in this part of the country that I am a Liberal.

Mr. *Griffiths.*

8488. I should like to ask you what was the cause of the disturbance you spoke of?—I have put the facts before you.

8489. And you had notice in consequence of doing so?—As far as I know. I do not know that I had transgressed in any other way.

8490. Did you take any part in the 1885 election?—No, nothing; but I took a part in the 1886 election.

8491. Is it true that tenant farmers have appeared on the public platforms on election days?—We do not sometimes please everybody when we do that.

8492. Do you abstain from attending any meetings?—We believe so; we keep pretty quiet.

8493. Can you give us an estimate of how much walling you did on this farm?—About 100 roods of walling, 5½ feet high.

8494. What would be the probable expense?—At least 15*s.* a rood.

8495. And you received no compensation for so doing?—I had nothing except for the sheep.

Mr. *Griffiths*—continued.

8496. What remedy can you suggest for these grievances?—To get a reasonable payment for what I had done on the farm, which were permanent.

8497. Would you like to appeal to anyone in a case such as this, when you had notice to leave your farm from your landlord for such a trivial cause?—Yes; I should like if there was some court to which I might appeal.

8498. These notices to quit are only three months in this neighbourhood, are they not?—They are not so frequent now. The tenants give notice now rather than the landlords.

8499. When the notices are given, do they generally unsettle the minds of the tenants, so that they do not farm so well?—Certainly. If the tenants are dealt with unfairly when leaving it makes the incoming tenants uneasy.

Professor *Rhŷs.*

8500. And the going out of the old tenants?—The going out of the old tenants makes the incoming tenants feel uneasy.

8501. The tenants all doubt?—Yes, the tenants doubt.

8502. Not the incoming tenants exactly, but the tenants generally?—Yes, the tenants doubt.

Mr. *Griffiths.*

8503. When a tenant complains, are the leaders generally spotted?—I think that the general rule now is that everybody complains.

8504. That is not my question. When they complain, do they ask for a reduction of rent or any other concession?—It shows in this evidence that they found out when I was the leader.

Professor *Rhŷs.*

8505. Do you say, when you were a leader?—Yes. When I had signed I had told the agent.

Mr. *Richard Jones.*

8506. May I ask you how you came to continue on the farm after receiving notice to quit?—Only until the half year was over, the six months. They did not give me another chance to re-take the farm.

8507. When did you find farming a most profitable occupation?—When they raised the rents things were pretty good, but since then there came a depression, and that was why we made that petition.

8508. Can you give the dates?—About 15 years ago farming paid pretty well. Before then, we had good prices for sheep.

8509. Have you any children?—Yes one, and my wife has three.

8510. What is the one, a son or a daughter?—A son.

Mr. *Richard Jones*—continued.

8511. Where is he?—My son is with me.

8512. I will ask you this question. If you started farming in 1880, with just enough money to begin with, would you have saved sufficient money to have placed him in a farm at the present time?—These last few years we have lost a good deal of money which we had put by in the prosperous years.

8513. What is the method of cultivation?—We sowed but little in our valley.

8514. What have you sown?—We have hay, and we keep cows and sheep.

8515. Is the land suitable for raising corn?—Yes, a little of it.

8516. Do you raise oats?—Yes, and a little swedes always.

8517. Potatoes?—Yes.

8518. Did you suffer any losses of sheep three years ago owing to hard seasons?—Yes, I lost a few, but I have not lost much since the year I left, in 1886.

Professor *Rhŷs.*

8519. I did not quite understand what the occupation of the women out of doors would be. I want to know what the women do in the fields?—They help to gather the hay.

8520. Well, that is only a short time?—From 8 o'clock until 6.

8521. Yes, but I mean that would be only during a few days in the year?—Oh no, many weeks.

8522. Your hay harvest lasts pretty long up in these parts?—Yes, if it is a bad harvest.

8523. Do they not do anything else on the farm outside the dwelling-house?—No, scarcely anything, except looking after the calves and the pigs.

8524. I have here a report of Mr. Lleufer Thomas recently published, "upon the Poor-law "Union of Dolgelley." Here is a statement made by Mr. Edward Griffiths, the agent of the Nannau and Hengwrt-ucha estates, that "the women have "to work very hard on the small farms, that "they do the chaff-cutting and churning, which "are done by hand"?—I cannot say. Perhaps they do sometimes.

8525. Do you know Mr. Edward Griffiths?—Yes.

8526. And he knows your district, does he not?—Yes, a good deal.

8527. Then you do not say that this is true of your district?—Sometimes they do a little, but not so much. There are no women servants with us, although there are with others.

8528. And of some of them I see it is said by Mr. Griffiths, "The husband often goes to work "to the mines or elsewhere, leaving the hard "work at home to be done by his wife." That, I understand, is on the small farms?—That happens. The times are so bad that they are obliged to do so.

8529. I want to know what the food of an ordinary farmer of your position is, if you have

Professor *Rhŷs*—continued.

no objection to tell us what your ordinary fare is?—No, I have no objection. In summer, gruel to breakfast—flour.

8530. Flour gruel! What do you mean? It is gruel with flour and milk, I suppose?—Flour.

8531. A kind of pap, I think you mean?—And milk.

8532. Yes, flour and milk; it is a kind of gruel. Anything else?—And "shot" sometimes. "Shot" is oat-cake ground and mixed with butter-milk.

Lord *Kenyon.*

"Oat-cake" it should be.

Professor *Rhŷs.*

No, it is not oat-cake, it is ground with butter-milk; that would not be oat-cake.

8533. We heard the other day, or the day before, that they finished up with bread and cheese and tea?—Yes, the same with us.

8534. What is your dinner?—Meat and potatoes.

8535. What do you mean by "meat"?—Beef and bacon.

8536. Salt?—Yes, salt beef generally.

8537. Do you have fresh meat?—Very little.

8538. What time? When?—To dinner sometimes, unless we occasionally have a little for breakfast.

8539. What do you have at the next meal?—Tea, and bread and milk before it.

8540. And what is the supper?—Porridge.

8541. Anything else?—"Flummery" in winter.

8542. I think you said that you have a difficulty in not being able to understand your landlord, and not being able to speak the same language?—I have felt that always.

8543. Is it that you cannot speak English or that he cannot speak Welsh?—I cannot speak English and he cannot speak Welsh well. I believe if my conversation with the agent had been with Mr. Vaughan of Nannau I should have been at Brynllin now.

8544. You believe that you would have been tenant still?—Yes.

Lord *Kenyon.*

8545. I did not gather what the acreage of the farm you had under Mr. Vaughan was?—The land, besides the mountain, about 400 acres.

8546. And a sheep-walk for how many sheep?—Before they died that year we had 2,000 or more.

8547. Did you always leave your sheep on the mountain in the winter?—Oh no; on the low land a good deal more.

8548. Sent them down to the low lands?—Yes.

8549. Then how did you come to lose so many?—But there were some on the mountain.

8550. You left some on the mountain?—Yes.

8551. What, old wethers?—Yes, for the most part. If it was fine, we would take them up to the mountain.

Lord *Kenyon*—continued.

8552. Did you not consider that the rent was low; 400 acres for 90*l.*?—We paid a good deal for food. We were not able to raise enough food there, and we had a good deal of wages to pay, there was so much work to get the harvest in. We had been doing well there.

8553. Did you ever ask to see Mr. Vaughan yourself?—No, I did not ask, because I thought that the steward had every authority at that time. When I went there, after receiving the notice, to see what he would do, he said that he would change the tenant; that was all.

8554. He said that you could give up the farm, I suppose, if you did not like to pay the extra rent; is that it?—I had the right to give it up if I liked.

8555. Yes, but I suppose the agent told you that. You might give it up if you liked. You had the right I know. You went rather than pay the extra rent; was that it?—I could not remain there after things had gone so wrong.

8556. Do you know what rent the present tenant pays?—Mr. Vaughan is the tenant and landlord now.

8557. Mr. Vaughan farms it himself now?—Yes.

Sir *John Llewelyn.*

8558. Do I understand you were in arrears of rent at the time you received notice to quit?——Yes; I owed six months' rent.

8559. Had you any agreement?—Oh yes.

8560. And under that agreement was there any schedule for compensation?—No, I do not understand that there was.

Chairman.

8561. I have a question put in by Mr. Edward Griffiths. "Is it a fact that Mr. Vaughan "buys largely, cattle, oats, hay, and straw from "his tenants?"—He has been buying cattle from me.

8562. By that I suppose you mean, yes. When the tenant has failed to sell at the fair, does he often sell to Mr. Vaughan on his way home?—That has happened, I think.

8563. Mr. Vincent puts in these questions: "Is not Mr. Vaughan practically always at "home"?—He is home very often.

8564. Is he not a man whom it is remarkably easy to approach?—As far as I know he is, but I cannot speak with him.

8565. Did you ever make any claim for compensation, or any request for compensation in respect of these walls or fences?—I was unable to get anything except to buy the sheep, and I had considerable difficulty to get that.

Professor *Rhŷs.*

8566. You have not exactly answered the question whether you made any claim for compensation for the walls?—No; I do not think I asked him by the way of sending a bill, or anything of that kind.

Chairman.

8567. Will you answer "yes" or "no"?—No.

8568. Mr. Vincent puts in this question: "Before you received notice to quit, had you "threatened to give notice to quit"?—I told the agent that I could not pay for the farm as it was, that it would be better for him to give notice, and he said he would not.

8569. Mr. Vincent's second question is: "Did "not Mr. Vaughan's son succeed to the tenancy "of Brynllin?" Mr. Vaughan's son, as we know, succeeded to the farm. Then Mr. Edward Griffiths puts in this question: "How many "head of horned stock, in addition to the 2,000 "sheep, did you keep for 90*l.* rent"?—I had an adjoining farm to this one here, Pant Glas.

8570. But on the farm for which you paid 90*l.* a year, how many horned cattle had you?—Forty.

Professor *Rhŷs.*

But he does not quite divide them in that way.

Chairman.

8571. How many horned cattle on the farm for which you paid 90*l.* a year, had you? You say 40?—Yes; but the 2,000 sheep were allowed to stray not only on that farm, but on an adjoining farm, Pant Glas.

8572. The answer would be that you cannot divide the two farms, but you had 40 head of horned cattle on both?—Yes.

8573. Then another question of Mr. Edward Griffiths' is: "On the expiration of your tenancy "did you not apply at least twice for farms "under Mr. Vaughan"?—Yes.

8574. Questions by Llewelyn Jones: "Have "you any idea from your conversation with "other tenants on Nannan estate, whether the "rents of anyone besides yourself were in-"creased when Mr. Vaughan came into possession "of the estate, and if so, to what extent"?—They "had re-valued some time after Mr. Vaughan "had come to the estate.

8575. You are asked, have you any idea whether the rents of anyone besides yourself were increased when Mr. Vaughan came into possession of the estate?—Almost every farm was raised when they re-valued.

Chairman.

Then his answer is "yes."

Professor *Rhŷs.*

It involves a question of time.

Chairman.

8576. (*To the Interpreter.*) Just read the question to him again. (*The Interpreter did so*)?—Yes, the rents of several were raised on re-valuation.

8577. Then another question of Mr. Llewelyn Jones is: "In the case of valuation of sheep for "sale to an incoming tenant, are the sheep "valued at so much a head"?—Yes.

8578. If that is so, when are the sheep counted?—The 25th March is the time.

Chairman—continued.

8579. Do you know of any cases of hardship having arisen from the sheep being counted after the valuation?—I know that I have had several losses after the 25th March had passed. I do not think that is an important question.

Professor *Rhŷs.*

8580. I want to ask one question with regard to these sheep. Can you tell us how many sheep you were paid for when you did leave?—About 1,300—a little over.

Mr. *Griffiths.*

8581. You have told us how many sheep you owned. A far more important question is, how many sheep do you sell per year?—It varies.

8582. How many on the average?—160 perhaps.

8583. At how much per head?—From 1*l.* to 25*s.*, wethers you know, but the others, the old sheep, were about 15*s.*

8584. How much did you get for the sheep last year?—We did not sell any; but for the young wethers we got 14*s.* 6*d.* per head.

8585. It is not only the rent you have to make, but how many times must you make your rent before you make your farm pay?—I must make my rent three times before I can live properly.

Mr. *Griffiths*—continued.

Sir *John Llewelyn.*

8586. I will ask you this question. How many sheep were you selling each year on an average, at the time that you had a stock of 2,000?—It varied so much. When the sheep were four years old, I would not have half, perhaps, what I would have when the times were good.

8587. Then the answer you gave just now of 160 sheep in the year is what you are selling now, as I understand. I do not want to dictate to you. I only wish to understand what you say?—Yes, they are good years so far as the number is concerned, but the prices are low now.

8588. But the answer that you are selling about 160 sheep, which I put to you just now, refers to the present time?—No. I do not sell as many as that from our farm now.

8589. Then does that 160 sheep which you were selling each year refer to the time that you were on the Nannau estate?—I sold many more sometimes, and sometimes less.

Adjourned for a short time.

Mr. David Evans called and examined through an Interpreter.

The Interpreter read the following statement of the witness:—

"Evidence of Mr. David Evans, Cae Einion, Dolgelley, formerly tenant farmer, now occupier of his own farm.

"I have lived at Cae Einion since the year 1854, and my farm is as regards size and character of the land, much similar to other small farms in the district. From 1854 to 1860 my brother sublet the farm to me, and I held under him, and in the latter year I became tenant myself. When I took the place the buildings were in very poor condition, and the agent of my landlord (Mr. Ellis-Nanney, of Gwynfryn) promised me repairs if I undertook to cart the materials and to consent to the rent being raised from 25*l.* to 28*l.* I agreed to this on condition that I was to be compensated if I received notice to quit. This was agreed to by the agent, Mr. Evan Parry. The cartage was a very expensive item to me, as I had to cart all the materials (stones excepted, they being on the farm) for about six miles over a very bad road. In the year 1881 I received notice to quit as the place was being put on sale, and by this time there was a new agent, and as the agreement to compensate me for my work in connexion with repairs was not in writing, I failed to receive anything. The walls round the farm were not very suitable, the cattle and sheep from adjoining farms being able to come over. I made constant complaints, but I could not get the walls repaired. The farmhouse and some of the outhouses were totally unfit for use in winter time. I had a new stable and 8*l.* for thatching the dwelling-house. In 1888 I received a copy of the new agreement which my landlord had prepared, as he proposed to pay the tithe himself.

"At that time I had been making a complaint as to the state of walls, and the following is the reply I received:—

"'Estate Office, Criccieth,
"'February 1st, 1888.

"'My dear Sir,

"'I think I was to write if I had good news to send you about the fence. It is quite impossible for any landowner to spend money in the face of the Welsh Land League started by Mr. Gee, of Denbigh, and I fear it will do an immense amount of harm. You will have received the new agreement proposed, and if you will consider it carefully and with an unbiassed mind, I am sure you will say it is fair, and more than fair. When they are all signed I will see what can be done, but tenants will have to choose which they will have as their friends, the landlords or the Welsh Land League; they cannot ride both.

"'Yours, very truly,
"'W. B. C. Jones.

"'Mr. David Evans,
"'Cae Einion, Dolgelley.'

"As I was a member of the Land League the interpretation I put upon his letter was that he

was unwilling to give my application a fair consideration until I broke my connexion with the Land League. I appealed again and again for repairs, but in vain; I also appealed for a reduction in the rent. In March 1888 I received a notice to quit, and the agent informed me that he proposed to re-value the farm. I told him I was quite willing provided he would submit the matter to arbitration, and let me appoint one of the arbitrators. This he declined to do; he went over the place and shortly afterwards intimated to me that the rent would be raised to 37*l.* 10*s.*, instead of the previous rent of 28*l.*, together with the tithe, which he now undertook to pay. As I objected to his valuation he got another land-agent, Mr. Gillart, of Machyrelleth, to go over the farm, and his valuation was something similar. A son of mine wrote to Mr. Gillart, asking him his opinion of two land valuers which my son mentioned. Mr. Gillart replied that either of them was a very competent man. I got one of the valuers named to come to value the farm, and his valuation was 25*l.* 10*s.* Subsequently another valuer, Mr. D. P. Davies, a bailiff to Mr. Pritchard Morgan, valued the farm, his valuation being 27*l.* 10*s.*

"I now found that I had either to leave or to pay the increased rent, and in either case to forego any claim I might have for improvements made by me.

"Had it not been for the pecuniary assistance I received from my children I should often not have been able to pay the rent. My children, when at home, had always to work on the farm, and that without wages, and when at school they had to work before going and after returning home.

"I ultimately bought my farm, but the money upon it is money borrowed at a low rate of interest.

"Will make further statement as to necessity for changes in law."

Sir *John Llewelyn.*

8590. You tell us that the agreement to which you refer was not in writing?—No.

8591. Had you any witnesses?—They are dead. The other agent was yonder with me when I spoke to them.

8592. Do you think that your leaving the farm was in direct consequence of your being a member of the Land League?—That is what I gather from the letter I received from Mr. Jones.

8593. The letter that you have read?

(*Interpreter.*) He did not hear it, because I read it in English, so that he would not be able to follow it.

Professor *Rhŷs.*

But it has been read in Welsh?

(*Interpreter.*) Yes, it has been read in Welsh once.

Sir *John Llewelyn.*

Will you tell me if that is the letter which is embodied in his evidence?—Yes, the letter

Sir *John Llewelyn*—continued.

which has been read, and this is a copy of that letter.

8594. The letter alluded to a new agreement?—Yes.

8595. Was that new agreement submitted to you, and did you sign it? Did you agree to it?—I had the agreement, but I did not sign it. I had nothing against the agreement but the rent.

8596. That is what I am coming to. Mr. Jones says that he would say probably it was fair and more than fair. Did you agree to that?—The agreement was right enough. It was much better than the former one, or the former ones.

8597. But I gather that you did not agree to the rent?—No, I did not.

8598. What was the difference?—I wanted a reduction.

8599. What was the amount?—3*l.*

8600. Upon how many acres?—Over 200 acres.

8601. So that there is a difference of 3*l.* upon 200 acres?—Yes, but it is very bad land.

8602. That was the reason you were leaving the farm?—I did not leave the farm.

8603. Are you there still?—Yes, I am there still.

Lord *Kenyon.*

8604. You bought it, did you not?—Yes.

Sir *John Llewelyn.*

8605. What was the amount of pecuniary assistance you had from your children? Do I understand from you that it was pecuniary assistance in buying the farm, or in paying the rent before you bought it?—No, to pay the rent.

8606. At present you are the freeholder?—Yes, but I have a mortgage on it.

8607. Do you consider you are better off now, or that you were better off as a tenant-farmer?—I will be left alone there now.

8608. That is fixity of tenure, because you are the freeholder?—Yes.

8609. But are you better off in a pecuniary sense now?—Yes, better than if the rent had been increased by him.

Lord *Kenyon.*

8610. I did not follow as to what the rent was in the first instance?—25*l.* to start with.

8611. And it was the increase of 3*l.* that you objected to?—It was raised 3*l.*

8612. Yes, that was what you objected to, was it not?—No.

8613. It was raised from 25*l.* to 28*l.* I see here?—Yes.

8614. Was it raised again?—No, not until just now they said they would raise the rent, or they proposed to raise the rent.

8615. Before you bought it they proposed to raise the rent again. Is that it?—Yes, my statement says so.

8616. Would you object to saying what you paid for the estate?—No, I have no objection.

Lord *Kenyon*—continued.

8617. Well, will you state it?—One thousand six hundred pounds.

8618. Then at a very moderate rate of interest, 3 per cent., the interest on that money would be more than the rent?—There are two farms, and I let one.

8619. What I want to know is the purchase money of this particular farm of which you complain of the increased rent?—The two are included in that purchase money.

8620. What is the acreage of the other farm?—From 65 to 70.

8621. The whole is about 270 acres, is it? The other was 200, you stated?—Yes, or more; I do not recollect.

8622. Would you mind stating at what rent you sub-let that 70 acres?—Sixteen pounds fifteen shillings as it was formerly.

8623. The rent of the farm was 28*l.*, I see?—Yes, and the other 16*l.* 15*s.*

8624. May I take it that the interest you have to pay on the money that this farm cost you is rather more than the rent?—No.

8625. Not more than the increased rent that was asked for. Would you mind stating—perhaps you would rather not—what is the rate of interest you pay upon this mortgage?—No, I have no objection.

8626. What is it then?—Three per cent.

8627. You still have to pay the tithe yourself?—Yes.

8628. And you do pay up the tithe?—Sometimes.

8629. May I ask how much the tithe is?—It is not the same every year.

8630. May I ask how much it was this year?—From 50*s.* to 52*s.* on the two farms. I am not quite sure.

8631. May I ask whether the Welsh Land League proposed any other form of agreement? If so, will it be handed in?—No.

(*Interpreter.*) The witness wishes to make a statement in answer bearing on it.

Lord *Kenyon.*

8632. Yes, he may?—I sold wood from the farm to the extent of 480*l.* and so I was able to pay some amount up.

8633. All I can say is that I think although you can hardly get any reduction in the interest you pay for your borrowed money, you might possibly have got a reduction in rent. That is the only way in which I can see you might be better off?—I tried many times to get a reduction in the rent, but I could not get it. I have repaired the house, and the house is much better, and I failed to get those repairs before. I have fenced the land too, and I could not get that either.

Mr. *Seebohm.*

8634. I should like to just make this one point clear. You gave 1,600*l.* for the two farms?—Yes.

8635. And you got 480*l.* for your timber, and therefore that reduced your actual purchase to 1,120*l.*?—Yes.

Mr. *Seebohm*—continued.

8636. Four per cent. on that would be just about the rent that you paid before the increase was proposed?—I only pay 3 per cent.

Lord *Kenyon.*

You mean 3 per cent., do you not.

Mr. *Seebohm.*

No, I meant 4 per cent. on 1,120*l.* amounts to just the old rent, so that he is really better off, and there really is a substantial advantage; that is all.

Chairman.

8637. The witness need not answer any questions about his freehold farm, as it is not referred to in his statement, unless he wishes to do so?—Yes, I understand that. They tried to show to me that I am at a loss by buying the farm, and I know that I am better off. [Applause.]

We cannot have these manifestations.

(*Witness.*) But they failed both to let it and to sell it, so that there is no thanks to them that I was able to get it.

Lord *Kenyon.*

8638. Please tell the witness we only wish to show whether he was better off in either case. We did not wish to show that he was worse off, and we are only anxious to get at the truth?—Well, I tell the truth.

Mr. *Richard Jones.*

8639. Do you farm now better than you used to when you were a tenant?—I am more encouraged to do so now. No one can raise my rent.

8640. In that case you would recommend fixity of tenure in every case?—Yes.

Mr. *Griffiths.*

8641. Were there many farmers members of this Land League besides yourself?—Yes, a few.

8642. Did any of them have notices to quit besides yourself?—No, I do not know of any of them.

8643. You were the ringleader, I suppose?—I was as keen about it as any of them.

8644. How were your children ever able to assist you; did they work elsewhere, or what?—Some of my sons worked at the quarries, and assisted us to educate the others, and everything.

8645. What remedies do you recommend for the sake of other tenant farmers who are like you?—That there should be an Act of Parliament which the landlord would be bound to obey, whereby the tenant should have security for compensation for carrying, and for all repairs.

Mr. *Brynmor Jones.*

8646. Mr, Evans, you, I understand, not only are a Liberal in politics, but you have taken an

Mr. *Byrnmor Jones*—continued.

active part in political work in this county, have you not?—So far as I could possibly—so far as it was in my power.

8647. You also took part, did you not, in the agitation against the payment of tithes?—Yes.

8648. Do you remember that the late Colonel Tottenham contested this county in the Conservative interest?—Yes.

8649. Which election was that?—I am not quite sure. Was it 1868?

8650. It was between 1874 and 1880 I should suggest, but I do not pretend to know?—1870, I think.

8651. There was no General Election, then. Was it a bye-election. There was a General Election in 1880.

Professor *Rhŷs.*

Yes, the member died. It was a bye-election, I think.

Mr. *Brynmor Jones.*

8652. It does not matter much. As it was a bye-election it does not matter very much in what year it was, but do you recollect the election when Colonel Tottenham contested the seat, who was a candidate in the Conservative interest?—Yes.

8653. You were at the Cae-einion at that time?—Yes.

8654. Is it the fact, as I believe has been stated, that you were canvassed by your landlord in the interest of Colonel Tottenham?—Yes.

8655. Did you agree to vote for Colonel Tottenham?—No, I did not say I would vote. I said that I would not vote.

8656. What did the landlord say?—He said that he hoped we would not be less friends afterwards, but he hoped that I would not go and try and influence his other tenants.

8657. Do you remember some time after this asking the agent, I think it was Mr. Walter Jones, for certain improvements on the farm?—Yes.

8658. Did the agent use any words of this kind. "How do you expect to have these things when you always fight against my master"?—Yes.

8659. What did you reply?—I said that I was not doing anything against my master, or against my landlord rather.

8660. Anything else?—I really do not recollect now.

8661. I think it was about 1887, was it not, that the tithe agitation became more pronounced in this district?—Yes.

8662. Did you preside at several meetings in connection with that agitation?—I was chairman at some of the meetings.

8663. And was it about that time that some branches of the Land League were formed here?—Yes.

8664. Can you fix the month in which the nearest branch of the Land League was established?—No, I cannot.

Mr. *Brynmor Jones*—continued.

8665. Was it before or after you received a letter in reference to your application about a boundary wall?—Before. That was in 1888—the letter was.

8666. I understand you to say that you had a copy of a new agreement sent in 1888.

The *Interpreter.*—He has misunderstood it. He thought that the letter referred to was the letter which I have read, but of course the letter referring to the boundary wall I take it is another.

Mr. *Brynmor Jones.*

I thought I put it to him, but perhaps I did not.

The *Interpreter.*—Yes, you did, Sir, and he answered "Yes," but he evidently has misunderstood.

Mr. *Brynmor Jones.*

8667. Before you presided at this meeting about the Land League, had you applied to the agent or to your landlord, it does not matter which, in reference to a boundary wall?—Yes, I had applied to the agent.

8668. But you got the answer after these branches of the Land League had been started?—Yes.

8669. What was the substance of the answer of the agent then?—Here it is. You have read it.

8670. That was the letter then?—Yes.

8671. What is the date of that letter?—February the 1st, 1888.

8672. Was it after or before the receipt of that letter that you got a copy of the new agreement?—I am not sure, but it was about that time.

8673. About the same time?—About the same time.

8674. Did you sign the agreement?—No.

8675. I do not quite follow. What was the next step. Did you get a communication from your landlord's agent?—I received a notice to quit.

8676. Before you received that, did you send anybody to the agent, or did you see him yourself?—I had been with the agent myself.

8677. What passed between you then?—He said he would have to value the land.

8678. What took place?—I said I was perfectly content, provided I was also allowed to appoint a valuer.

8679. Your suggestion being, then, that the question of what the rent ought to be should be referred to a valuer appointed by each party?—Yes.

8680. Was that suggestion accepted?—No.

8681. Did you send your son to see Mr. Nanney or the agent?—Not at that time, but after that.

8682. Was that after the notice to quit had been sent?—Yes.

Mr. *Brynmor Jones*—continued.

8683. What took place? What report did your son bring you?—He said that the agent was going to value the land. He had told me too.

8684. Did any paragraph appear in any newspaper in reference to your case at that time?—Yes, a good deal.

8685. Were you told that the landlord had been made wild about the paragraph in the newspaper?—He told my son. My son was told.

8686. Told what? What were the words?—That he had published that that would do no good, or something to that effect.

8687. Then nothing about the landlord's state of mind was said?—Nothing but that he was pretty wild, or that he was in a temper about it.

8688. I think you had to have a sale, did you not?—Yes.

8689. Was it a successful sale?—Yes, very.

8690. Is it the fact that you had reclaimed two or three fields upon this farm from the mountain waste. I will put the question in a more concrete form.

The Interpreter.—He said "No" to that.

Mr. *Brynmor Jones*—continued.

8691. Had you to take and cart stones from different fields?—Yes, I had carried stones.

8692. What was the purpose of doing that?—To raise the stones from the fields.

8693. To improve the fields?—Yes.

8694. Had that been done in more years than one by you?—Yes, many a year. The children when they were working in the quarry or working away, after returning home used to go to the fields and blast the stones and raise them.

8695. Did you get any compensation for all that kind of work which you did?—No, none at all. I also carried towards the buildings.

8696. How many years altogether were you at this farm?—I went there in 1854.

8697. At how much do you estimate the amount which the landlord spent upon the farm during those years?—Indeed I cannot say, but I should say that he had spent 90*l.* perhaps.

8698. As I understand it, you did the haulage, even in respect of those improvements, for nothing?—Yes, I had no compensation for the haulage, and if I had had 50*l.* to 60*l.* for haulage, it would not have been enough for me.

Chairman.

We are much obliged to you for your evidence.

The witness withdrew.

Mr. Walter B. C. Jones called and examined.

Chairman.

8699. You will give your evidence of course in English?—Whichever your Lordship pleases. In English or in Welsh.

8700. We had better have it in English. You are a land agent?—Yes, my Lord.

8701. On whose estate was Mr. David Evans a tenant?—On Mr. Ellis Nanney's estate of Gwynfryn, Carnarvonshire.

8702. He became a tenant in 1858?—That I cannot say. I only became agent, I think it was in 1871. I am not quite sure. I think it was either the latter end of 1870, or the early part of 1871.

8703. Did David Evans receive notice to quit in 1881 on account of the property being put into the market for sale?—I believe he did, my Lord. Might I add that after that he retook the farm under an agreement, and that he was under an agreement when the last notice to quit was served.

8704. I do not quite understand?—He has stated that he was not under an agreement, but he was under an agreement and that agreement was produced to him at the White Lion Hotel to show him the fact that he was bound to give up the house on the 25th March instead of May 12th, and when he read the agreement he apologised for the mistake, and asked if he should remain at the house. I merely mention the fact to show that his memory is at fault upon that point.

8705. He received notice to quit in 1881 on account of the property being put into the market?—He did in the usual course.

Chairman—continued.

8706. When did the Welsh Land League come into existence?—That I cannot tell you.

8707. About when?—Well I should think about 1885 or 1886.

8708. You heard the letter of the 1st February read, which was a letter signed "W. B. C. Jones," the end of which was "tenants will have to choose "which they will have as their friends, the "landlords or the Welsh Land League?"—That is so, my Lord.

8709. That is your letter?—Yes, my Lord.

8710. Will you kindly explain what you mean by that?—I mean exactly what is expressed on the face of it, my Lord, that it is impossible for landlords and the Land League to be equal friends with the tenants. Their interests are diametrically opposed to each other, and therefore it is impossible for a man to sail with both.

8711. Do you mean to say that if a farmer is a member of the Welsh Land League he is, in your opinion, an enemy to a landlord?—I do, my Lord, with the Land League principles, as then enunciated—I do, with the principles of the Land League as I understood them at that time. I do say that a tenant farmer who was a land leaguer could by no means be a friend of an owner of property. I do not mean to say that in the case of individual landlords, but the two things were diametrically opposed to one another.

8712. Then you go as far as to say that a tenant who was a member of the Welsh Land

Chairman—continued.

League is looked upon as an enemy by a landlord?—I do not say that.

8713. You do not mean that?—I do not mean that. I mean he is opposed diametrically to the principles upon which the ownership of land was and is now carried out.

8714. Was there a General Election in 1885?—That I do not really recollect.

8715. You do not remember how David Evans voted in 1885?—No, I do not, but I have no doubt he voted Liberal, as he always did and he had a perfect right to do so.

8716. Did he receive notice to quit in May 1888?—No, my Lord; it was in February 1888. David Evans was one out of a batch of 60 tenants of Mr. Ellis-Nanney, who received notice to quit by a registered letter on the same day and David Evans' neighbour, who was across the fence close to him, also received notice, and the tenant close to there, at a place called Hafod-y-Dowyll, also received a notice, the object of serving those notices being to place me in a position as agent of the estate to deal with those 60 tenants who had not signed the new agreement. That new agreement I should like to put in if it has not been already put in, and I should like to put in also the circular that was sent out with that agreement, if your Lordship will allow me to read it; it will take but a very few moments;—"Dear Sir,—I am instructed by "Mr. Ellis-Nanney to inform you that he "intends, for the future, to pay the tithes on "his estates direct to the titheowner, instead "of as at present, each tenant paying the same "as agent for him and on his behalf. He also "thinks it desirable to bring each of his tenants "under an agreement, embodying, among other "clauses, this arrangement. In carrying this "out he is anxious to give each tenant some "pecuniary advantage by the change from the "present unsatisfactory way of his paying the "tithe rent-charge on his property by "means of his tenants acting as his agents "in the matter. Therefore, for each 100*l.* "of tithe on his estate he will only add "80*l.* to the rent, while he himself will "have to pay the titheowner this year "87*l.* 8*s.* 10*d.* I am also desired to say that he "will give for the current year a remission of "10 per cent. on the rent and 10 per cent. on "the portion of tithe added to the rent, which "will make for the year ending March 25th "1888, a total remission of 2*s.* in the £ on the "rent, and 3*s.* 6*d.* in the £ on the tithes you "would have been called upon to pay under the "old arrangement." Then I give an example which I think I might omit now. "I enclose a "copy of the proposed agreement, which has "been carefully considered and fully discussed "by Mr. Ellis-Nanney and myself, and I shall "be very pleased to see you in my office any of "the three following Mondays, to discuss "anything which you think would make the "agreement fairer, as it is Mr. Ellis-Nanney's "wish that his tenants shall hold their farms "upon fair and reasonable terms, as he fully

Chairman—continued.

"recognises the right of compensation for "improvements; at the same time he is strongly "opposed to out-going tenants making their "own terms with the in-coming tenants, which "simply would make it practically impossible "for young men of moderate means to take "farms, as their capital would be swallowed "up by paying the out-going tenants a large "sum of money over and above the fair value "of stock, crops, &c., for which nothing would "be got but the privilege of becoming tenant, "and thus at the very first step the new tenant "would be greatly crippled. The remission "will be paid on completion of each agreement, "and should you find it fair and reasonable, "and in your opinion there is no need of "discussion, you can return it to me, signed "in the presence of a witness, and save yourself "a journey to the office, or you can bring it "with you to the rent audit and sign "then.

"It is not proposed at present to alter the time "of receiving the rent, although power to do so "is taken under the agreement.

"Sincerely trusting this arrangement will give "satisfaction,

"I remain,

"Yours very sincerely,

"WALTER B. C. JONES.

"Agent for H. J. Ellis-Nanney, Esq."

That was sent out in English and Welsh to every tenant on the estate in Carnarvonshire, Merionethshire and Montgomeryshire, and wherever else Mr. Ellis-Nanney had property. A copy of the new agreement was also sent out in English and Welsh.

Mr. *Seebohm.*

That agreement has not been put in yet, has it?

Sir *John Llewelyn.*

8717. Have you got a copy?—I have (*producing copy*). It is in English and Welsh, and there is the circular that was sent out and I should like to add that the whole cost of these agreements, stamping and everything else, was discharged by Mr. Ellis-Nanney himself and not a single tenant was put to a sixpence of expense.

Mr. *Brynmor Jones.*

8718. Have you got another copy?—I have not got any more with me, but I can supply the Commissioners.

Chairman.

8719. Then the tenant received notice to quit in February, 1888, and he ultimately bought the farm which had been on sale since 1881. Is not that so?—Yes, my Lord. But there is a very important matter which I should like to bring before the Commission with regard to dates. I issued my notice to Mr. Evans, as one of 60 tenants in February, 1888, as I have said to place myself in a position to deal with matters

Chairman—continued.

during the year which it was my duty to do. Not one single word of hardship was heard about this notice to quit until my valuation was delivered to Mr. David Evans in the month of September following. During the whole of that time he had the opportunity of retaking his farm under that new and more favourable agreement at actually a few shillings less per annum than he was then paying. There was not one word about raising his rent. He had the opportunity of taking that farm for six solid months after he had notice to quit at less rent than he had been sitting under during my agency from 1872 or 1871, and it was only after his persistently refusing to take it at the old rent less a few shillings that I said to him I would walk the farm, and I did so. I said to him and to his neighbour, "If my valuation "comes out higher, you shall have it, and if it "gets less you shall have it," and they practically agreed to do so. I walked every field with him, walked the mountain with him, and discussed matters with him, and my figures came out at what they have been stated. Then I advised my principal that perhaps it was better to have an independent man. He went over it and the valuation came out practically the same. But my point is this, that during the six months the man had an opportunity of taking that farm at less rent than he had been paying for it for 17 or 18 years.

8720. Then he ultimately bought the farm that had been on sale since 1881, is that so?—That is so. In the meantime he had been informed repeatedly by me that it was our great desire to get rid of that outlying mountainous property, and that we would not spend any money on that part of the estate. It is part of the detail of the management of an estate to have some sort of discretion as to spending your money.

Mr. *Brynmor Jones.*

8721. But I understand the original rent was 25*l.*?—That may be so; I cannot say. I am only speaking now of what occurred during my agency.

8722. The rent at the time the new agreement was sent was 28*l.*?—That is so, plus the tithe; the tithe was to be added to that.

8723. But the rent was 28*l.*?—Yes, and he was then paying tithe.

8724. But I want to get it from you that the rent was 28*l.*?—It was so.

8725. In the year before the new agreement had been sent, 3*l.* 0*s.* 5*d.* had been allowed by the landlord?—Certainly, a temporary abatement.

8726. Then the actual rent for the year before this dispute arose was not 28*l.*, but 24*l.* 19*s.* 7*d.*?—Oh no, pardon me; the rent was 28*l.*

8727. But there is the abatement?—That does not affect the question of rent. The rent was 28*l.* Anything the landlord chooses to give back is not a reduction of rent.

8728. That may or may not be so; that is your version of it; but what the tenant had paid for his farm the year before was 24*l.* 19*s.* 7*d.*?—What the tenant had paid for his farm, sir, was 28*l.*, and he had handed back to him the small sum that you mentioned, whatever it was

8729. Do you mean that he actually paid the rent and that you gave that amount back to him in cash?—Yes, I do.

8730. Then that is a mere juggle?—That may be so.

8731. The value that passed from his pocket was 24*l.* 19*s.* 7*d.*?—No doubt that is so, but the actual money which passed out of his pocket was 28*l.*

8732. Well, that is the fact. Now, did he, after receiving the notice to quit, ask for a permanent reduction to 27*l.* 3*s.* 7*d.*?—After the notice to quit?

8733. Yes?—He had over and over again, before and after the notice to quit, asked for a permanent reduction, and over and over again been refused. He never paid his rent without asking for a reduction.

8734. Quite so. Does it not occur to you that when a man has been there as long as that, and is continually asking for a reduction of rent, there is very likely something in it?—Well sir, not always.

8735. Then why did you give back 3*l.* 0*s.* 5*d.*?—Because the whole estate got it back.

8736. That shows that the tenants on the whole estate were being charged too much?—No, not at all.

8737. Then why give back anything?—As merely a matter of good feeling between landlord and tenant. The tenants could not claim it.

8738. But you have just told me that this man was continually claiming it. Whenever he paid his rent he said the rent was too high?—Continually asked for a reduction. That proves nothing, sir.

8739. That is a matter of opinion?—Well, sir, if you knew as much about the tenants as I do you would come to the same conclusion.

8740. What was the rent that you ulimately asked from him?—37*l.* 10*s.* 0*d.*, which included the tithe.

8741. What was the amount of the tithe?—I really forget the exact amount, but his rent plus the tithe was 30*l.* 4*s.* 0*d.* That is what we offered him the farm at.

8742. Can you not tell me the amount of the tithe?—As far as I remember, it would be about 44*s.* that we added to the rent.

8743. The tithe was 42*s.* I am told. The rent had been 28*l.*; that is common ground; I say there had been an abatement, but we will call it 28*l.* for the sake of argument, and the tithe in addition made it then 30*l.* 12*s.* 0*d.*?—30*l.* 4*s.* 0*d.* I think it was, because we did not add the full tithe. We took the tithe commutation on every farm, and added 80 per cent. of that as a permanent arrangement.

8744. That is 30*l.* 4*s.* 0*d.*?—That is so.

8745. Then when Mr. Nanney took to paying the tithe himself, you asked from this tenant 37*l.* 10*s.* 0*d.*?—We did, after valuation.

Mr. *Brymnor Jones*—continued.

8746. That was asking for an increased rent?—Certainly.

8747. I thought that that was what was denied?—Oh no, I never denied it.

8748. You had some dispute, I think, had you not on general grounds with these tenants?—No,

8749. You took a very hostile public attitude, did you not, to this combination of the tenants, which appears to have been a lawful combination?—No, not against the combination of the tenants. I have not the slightest objection to a combination of the tenants or a combination of landlords or anybody else. I am for free trade all round in that matter.

8750. And you did not object to it at all?—Not in the least.

8751. Did you think it was a beneficent agitation?—Oh no; I thought it an exceedingly foolish one.

8752. You though it was a bad agitation?—Well, I thought it was a very foolish one.

8753. And you do not object to that?—But I do object to it in principle. It opens rather a large question. What I do object to is this: that there was a misapprehension as to the payment of tithe. The tenant never paid the tithe; he was merely a conduit pipe, simply to pay the money out of the landlord's pocket. That is why I objected so seriously to that kind of thing.

8754. You threatened, did you not, to have a combination of the landlords?—Not only threatened it, but we have one.

8755. Is it that combination of landlords that formed a kind of conservative registry as a medium of communication between landowners wanting tenants and tenants wanting farms?—I never heard of that.

8756. You never heard of it?—No.

8757. Did you write these words to Mr. Thomas Gee in a published letter: "You "cannot monopolize combination, boycotting, "shooting, or any other amusement. If your "league have to employ a scoundrel to shoot a "landlord (I am glad to think we poor agents "are too small game) there is nothing to prevent "the return of the compliment, or to limit the "selection of gentlemen worthy of such a "return"?—I did write it and I adhere to every word I have written.

8758. Do you put this agreement forward as a perfectly fair agreement between landlord and tenant?—I do.

8759. Let us take Clause II. "The tenancy "shall be absolutely determined on the tenant "becoming bankrupt or filing a petition for "liquidation or composition with his creditors, "or suffering his goods to be taken in execution, "and the landlord shall thereupon enter into "possession of the premises." Do you consider that fair?—Yes, perfectly, as between the landlord and the tenant—perfectly. It is far better for the tenant to fall into the hands of his landlord than into the hands of a body of angry creditors. He has some chance of recovering and getting a fresh start.

8760. We had it yesterday that many farmers are indebted to the tradesmen in the towns. According to this clause, if there is a *fieri facias* from the county court against any one of your tenants, the tenancy is *ipso facto* void if the landlord likes to resume possession?—That is so, and it is frequently, in my opinion, a very good thing for the tenant that it should be so.

8761. What, that a *fieri facias* for 5*l.* shall disturb his lease and put an end to it?—It does not follow that his lease is disturbed.

8762. It gives the landlord the right to put an end to it?—Quite so. It is good for them to have many rights, but they do not exercise them.

8763. The more rights the landlord has the better for the tenants, is that it?—In many cases, certainly.

Mr. *Griffiths.*

8764. Do you consider that the land leaguers required more than their just rights?—If I understand their theory, they want a great deal more than their just rights; they want my rights as well.

8765. Will you please to explain?—As I understand the Land League it means this. That a man is not to be dispossessed of his farm upon any consideration whatever; or, if he applies for a reduction of rent and the landlord says "No," and that man leaves it, that there is to be no tenant to take it; the place is to be starved out. They wish to enforce their terms by recourse to boycotting, and as far as I can understand I do not know what they would stop at to obtain their ends. They wish to deprive the landlords entirely of obtaining what they can get as rent for their property, and to take it at their own terms, and upon their own terms, if I understand them right. I hope I am not wronging them.

8766. Are you able to converse with the tenants in the Welsh language?—Yes, and correspond with them fairly; but I do not say much about the grammar.

Mr. *Richard Jones.*

8767. Do you think you could get more rent for the farm that Evans held than he paid for it?—Could I?

8768. Yes?—Certainly I do.

8769. Do you think you could get more for the other farms as well as on the Cae-Einion estate?—Yes, I certainly do.

8770. What is the inference to be drawn from that?—The inference that I draw from it is this: that a man does not go to the extreme length that he might go to.

8771. Is not this the inference to be drawn, that practically the landlord can dictate his own terms?—Yes, he can, subject to the market. If he chooses to make his terms so unreasonable that he cannot get a man to occupy, he will have the land thrown on his hands. No man is compelled to take my land, if I am such a fool as to make an agreement or to make terms so stiff that you or anybody else cannot live on it, Mr. Richard Jones; you are not bound to live there.

Mr. *Richard Jones*—continued.

8772. But can you be surprised that the tenants should band themselves together in order to obtain land at such a rent that they shall be able to live by farming it?—Well, to answer that question is somewhat difficult. I do not object to any men banding themselves together to make the best terms they can, not in the least; but you know one man will thrive very well where another man will starve, on the same quantity and quality of land. It is not so much the land as the man. You know it well enough, sir.

8773. Do you find fault with the tenants for trying to obtain complete compensation for unexhausted improvements?—Not at all. I hold that every tenant is entitled to compensation for unexhausted improvements, and on a liberal basis too. And my agreement, which I principally drew myself, I think gives compensation. This gentleman here [Mr. David Evans], himself will tell you that it is the best agreement he has ever seen; he told me so, and he will not deny it now—that he has nothing to say against the agreement.

Mr. *Seebohm.*

8774. How many other tenants did you say had the notice of February 1880 sent to them?—Sixty, on the same day, by registered letter. I am sorry I did not produce the Post Office receipts.

8775. How many of them accepted the arrangement about the tithe?—Every tenant on the estate, with the exception of this gentleman, who has bought the property.

8776. Are you in a position to say whether it has given general satisfaction?—I have never heard one single word of complaint against it. The whole of the tenants were invited to come and discuss the matter with me, and some tenants did come, and we discussed it one or two Monday mornings, and I altered some small things in it. I asked them if they would like the rent to be received once or twice a year, or how they would like to have it. The clause was read in English and Welsh, and they had every opportunity of asking about it to their hearts' content. Every tenant has a Welsh copy, signed by the agent.

8777. What induced you to make the proposal at that particular time?—What induced me to make the proposal at that particular time was this: I felt myself that the landed proprietors were wrong upon the point of the tithe, in permitting their tenants to, what I call act, dishonestly in the matter. The tithe never was paid by the tenants. They simply paid it as conduit pipes of the landlords, and I could not myself see for the life of me how they could stand by and see their agents in this small pecuniary matter trying to avoid payment of what was due from them. The tithe was payable by the land, not by the tenants, and I could not stand it.

8778. And you thought it was a beneficial arrangement for the tenants?—I thought so and I do now.

Mr. *Seebohm*—continued.

8779. And really, on the actual point, taking the rents all round, it was practically a reduction of rent?—It was, some few shillings. I do not claim any virtue for that, because it so happened that adding 80 per cent of the tithe commutation did come out at a few shillings less. Tithe was then worth 85*l.* Now I am bound to say that we gain a few shillings, perhaps, per annum.

8780. Since that arrangement was made, have you made any temporary reductions of rent?—Certainly, abatements, constantly.

8781. So that what you said was strictly true, without the question of abatements at all; that this gentlemen had the right for six months of returning to his farm at a rent which at any rate was not larger than it was before?—He had the option for six months of returning at a few shillings less rent.

8782. And if the question of abatements was a question at all in the matter, they had abatements afterwards as well as before?—Yes, not only upon the rent, but they got the abatement upon the 80 per cent. of the tithe. We now pay the parson, or whoever collects for him, a cheque for the whole tithe in the parish where our property is situated. We do not get any remission, but we gave the tenant 15 per cent. upon the tithe we paid the clergyman, and upon the rent as well.

8783. Now, since the Tithe Act, what is the arrangement that has been generally come to in this neighbourhood? Is it more or less beneficial than the one you offered?—That I cannot say, I cannot speak on that point, except for the estate I manage.

8784. Then this arrangement continues with you?—Yes, and I have never heard one single word said against it by any single tenant. If your Lordship will permit me I should like if it is possible to put in this book, which is called "The Land Question in Wales. Part 1, Series of Letters on Land Leagueism; Part 2, The Cae-Einion Farce." I notice that several gentlemen have it in their possession already, and I should like to have it in. I adhere to every word I have stated in that, and I repeat it now. I would repeat it if possible here in court to-day.

Mr. *Brynmor Jones.*

8785. There are leading articles from newspapers in that book?—I do claim that it has been quoted from; a witness has been cross-examined from points in it by one of the Commissioners.

Chairman.

If there is anything that you wish to say from that book that you have not already said you are quite at liberty to state it now, but we cannot print a great book like that.

Mr. *Richard Jones.*

The quotation was made from your letter not from the book.

Mr. *Brynmor Jones.*

8786. It is in the sense that the Commissioners have copies, and that we shall read it, but there is no point in printing a lot of articles from the newspapers in our Appendix at the expense of the Treasury?—I am perfectly willing that the articles from the newspapers should be eliminated, but if it is possible I claim the right of having, certainly, the facts put in.

Chairman.

8787. You have made several very strong statements; if you wish to make any more we shall be very pleased to hear them. Is there anything more you would like to state?—I should like to state this. This gentlemen [Mr. David Evans] appeared to wish to convey to the Commissioners that it was in consequence of his Land Leagueism and his Anti-Titheism that he got notice to quit. Now, his neighbour has always had the reputation of being a thorough good Tory; his place is only just across the fence, and he gets a notice to quit. I value both farms. The Tory takes the farm at the increased rent, and says nothing about it except that he wishes to Heaven he had not been led away by some friends near him. What I wish to show is that the whole of this thing about Cae-Einion is an utter farce, and nothing in the world but a piece of agitation, got up for political purposes.

8788. You are quite at liberty to make any statement you like. We cannot possibly put into the evidence large pamphlets; but is there anything more you would like to say?—Nothing whatever. I am perfectly willing to be asked any questions by anybody on the subject.

Professor *Rhŷs.*

8789. Suppose there happened to be any disagreement or difference of opinion between you and a tenant about his tenancy, would it be possible for him to see the landlord?—Quite. They frequently do.

8790. Is that so?—Yes, they frequently do.

8791. You have never heard it suggested that Mr. Ellis Nanney was considered to be inaccessible to the tenants?—Never. It is quite the reverse. And not only that, but I encourage the tenants. They sometimes ask me "Allaf fi weled y Meister ei hun," and I reply "O gellwch a chroesaw."

8792. But, as a matter of fact, have you ever known a tenant to go to Mr. Nanney?—I have often; a few last Tuesday morning.

Chairman.

8793. Will you translate the Welsh sentences you just used?—Professor Rhŷs just asked me if the tenants could go and see the principal, and I said as a matter of fact, Yes, they could, and frequently did so.

8794. The principal being a landlord?—Yes, and that sometimes they asked me if I had any objection to their going to see the landlord, and I replied "No; go, and welcome." I am only too glad that the landlord should share the responsibilities.

Chairman—continued.

Professor *Rhŷs.*

The untranslatable thing is the tone in which that consent is given; there is not much encouragement in it; I am sorry I cannot convey that.

Lord *Kenyon.*

8795. Did Mr. Nanney treat any one of his tenants partially on account of his political opinions?—Certainly not, my Lord.

8796. Mr. Gillart, I think you said, valued this farm?—The late Mr. Gillart.

8797. He was recognised as a capable valuer?—I believe so, and especially for upland farms. It was for that purpose I got him.

8798. There was one point which I was not quite clear about. Had Mr. Evans a chance of having his farm at 30*l.* 4*s.* if he would sign that agreement?—Certainly he had.

8799. For how long?—I think my valuation came in in September.

8800. From February to September?—From February to September, or even more than that. It was from the end of 1887 until September.

8801. In consequence of his not signing that agreement you said you would revalue that farm?—Yes.

8802. And you said, I think, that his neighbour, Mr. Jones, also would not sign the agreement?—That is so.

8803. You revalued his farm also?—I did. I walked every field and the mountain.

8804. And the result, in his case, was the raising of his rent some 6*l.* 5*s.*?—It was. There was a slight difference there between Mr. Gillart's valuation and mine. I forget the exact amount really, but nothing worth talking about.

8805. Mr. Robert Jones just took it at your valuation?—He did.

8806. And has continued to pay that rent since?—The farm is sold. I do not know what rent he is paying now, but I expect more than that.

8807. You say Mr. Robert Jones was a Conservative?—He was always looked upon as a Conservative. He always voted Conservative in the open elections. I only quote the case to show that, as far as I am concerned, I held the two men in the same scales evenly.

8808. You treated them exactly alike?—I treated them exactly alike, otherwise I should not quote these men.

Chairman.

8809. There are three questions handed up that I must trouble you with. Two are from Mr. Vincent. The first is: "Do you not, as a "member of the North Wales Property Defence "Association, know for certain that the circular "referred to by Mr. Brynmor Jones has "absolutely no connection with that Associa-"tion?"

Mr. *Brynmor Jones.*

I did not refer to any circular. I referred to the question of the Conservative registry, and asked whether that was the sort of combination which the witness threatened in the extract I read.

Chairman.

I do not think it is a very important question, Mr. Vincent.

Mr. *Vincent.*—We regard it as important.

Mr. *Brynmor Jones.*

The whole circular might be read.

Chairman.

8809*a*. This is the circular referred to:—

"To the Clergy, Landowners and Tenants. When the church and all landed property are so severely and relentlessly attacked, and the spirit of Socialism is so rapidly spreading in the principality, it has become highly necessary for the clergy, and the wealthier among the laity, to know who are their true friends and loyal supporters, and to act accordingly.

"Landowners, in particular, should be on their guard as to the persons to whom they let their land, and should ascertain whether candidates for their farms are the friends of order and justice, or of anarchy and confiscation.

"At the urgent request of several persons of influence, I have opened a Conservative Registry as a medium of communication between landowners wanting tenants, and tenants wanting farms; and with a view of carrying out the suggested scheme, I have to request:—

"1. That incumbents inform me of any farm vacant, or about to become vacant, in their parishes.

"2. That all churchmen and conservatives be made acquainted with the existence of such an office.

"3. That conservative landowners and their agents communicate with me whenever a tenant may be required.

"I remain, yours faithfully."

The gentlemen who wrote this letter has not had the courage to put his name to it. Now I will ask you the question of Mr. Vincent. "Do you not, as a member of the North Wales "Property Defence Association, know for cer- "tain that the circular referred to by Mr. "Brynmor Jones has absolutely no connection "with that Association"?—I do know that, my Lord, that it has no connection whatever with the association, and as a member of that association I strongly disapprove of it. I would call your Lordship's attention to a paragraph at page 22. "We do not make known the "name and address of the writer, but our "readers may be sure that we have them quite "safely." I would suggest that the other side should be asked to produce the name and address of the writer, and that he shall be hauled up before the Commission and explain himself. I think the proper author of that ought to have whatever blame or credit belongs to it. I ignore it altogether.

Chairman—continued.

Mr. *Brynmor Jones.*

8810. It appears in a document printed and published by the North Wales Property Defence Association?—It is printed and published by the North Wales Property Defence Association, but the sentiments are not those of the association. The expense of the printer's ink and paper are theirs.

Chairman.

8811. Here is another question of Mr. Vincent's which will put that right: "Do you "not, as a member of this Association, know "that that circular had absolutely no connec- "tion with the association"?—None whatever.

8812. Now I have another question from Mr. Vincent to put to you: "Were these 60 "who received notices, people of various creeds "in politics and religion?—All sorts.

8813. Then there is a question by Mr Llewellyn Jones: "Would witness kindly say "what practical experience he had in agriculture "before he became Mr. Ellis Nanney's agent"?—Yes. I served an apprenticeship for four years with a tenant farmer in Carnarvonshire, who was also a land valuer. I served my apprenticeship for four years with him. I afterwards set up on my own account in Corwen, where I had the management of some small properties.

8814. Mr. Vincent wants to know, "Was "this circular a quotation from the *Baner*"?—I believe it was. I am not prepared to say, but I believe it was.

8815. It is so stated in the pamphlet, I think?—I see that is so.

Lord *Kenyon.*

8816. I suppose you are not acquainted with the name of the author of that circular?—No, I am not.

Mr. *Seebohm.*

8817 And you consider it a hoax?—I consider it regular humbug. Re-examined, 10,322.

The witness withdrew.

Mr. CADWALADR ROBERTS called, and examined through an Interpreter.

8818. The interpreter read the following statement of the witness:—

Evidence of Mr. Cadwaladr Roberts, of Ynys Gyffylog, parish of Celynin.

"I became tenant of Ynysgyffylog and Tyddyn Bach (now 94 acres) in the year 1866. The rent was 70*l.* About this time 13 acres of good land were bought for the purpose of the Cambrian Railway. I consider that this meant a loss of 1*l.* an acre to me, but I received no abatement in my rent, and in 1870 my rent was advanced to 76*l.* In 1873 it was again raised to 82*l.* I now pay 84*l.* in addition to the tithe, but in the last years I have received 10 per cent. back four times.

"I have been constantly draining the farm, almost every field has been drained by me. When the railway was made, as fields were cut up by it, I had to close some large ditches so as to unite small portions of fields.

"A short time ago I brought under cultivation five acres of the foreshore or marsh, which was very damp and unlevel. In addition to my work, I got 20 tons of lime for it. I also built a shed, for potatoes, and did all the carting for another shed.

"I never had a copy of the agreement, so that it is difficult for me to say exactly what it contained.

"My family have always worked at home, two children in the average, and I have never been able to pay them wages.

"Up to 1890 I paid the Income Tax, but failed to get my landlord to return it, though I frequently asked him."

Chairman.

8818*a*. What estate do you live upon?—Mr. Reveley, of Bryn-y-gwin, Dolgelley.

Lord *Kenyon.*

8819. What is the acreage?—94 acres.

Mr. *Richard Jones.*

8820. Is it a common thing on Mr. Reveley's estate that the income tax is not returned to the tenants when they pay the rent?—I never had it except during the last three years.

Mr. *Griffiths.*

8821. Is there any reason why your rent should be advanced so often. You speak of an advance three times running. Is there any reason for it?—I think my rent was raised twice.

8822. You say your rent was 72*l.*, 82*l.*, and afterwards 84*l.*?—I paid 70*l.* for three years soon after coming yonder, and the rent was raised 2*s.* in the £, and in a twelvemonth or a couple of years another 2*s.* in the £ was put on.

8823. Were the rents generally raised on all the estate?—Yes, on the whole estate just the same.

8824. Do you not think that that was very unsatisfactory to the tenants?—We feel that it was so.

8825. Is it true you drained much land yourself?—Yes, I drained all the land that has been drained, only that my landlord gave me the pipes.

8826. And bought some lime as well?—I bought the whole of the lime myself.

8827. And you drained some additional land?—Yes, I brought those five acres under cultivation, and I paid 9*l.* 12*s.* for draining it alone, without speaking of other expenses incurred.

8828. And did you receive no compensation for all that?—No, I got 2*s.* in the £ reduction the last two years.

8829. Do the children work on the farm?—Yes, all of them.

8830. Do they receive wages?—No, we cannot afford to give them wages.

8831. Have you any remedy for this sort of thing?—I think we ought to have a great reduction in the land equivalent to the market prices now.

The witness withdrew.

Mr. ELLIS WILLIAMS called, and examined through an Interpreter.

The Interpreter read the following statement of the witness:—

"Evidence of Mr. Ellis Williams of Bwlch Gwyn, Arthog, near Dolgelly, tenant farmer.

"Evidence relates to witness's own tenancy of the farms of Penrhyn Gwyn and Tynant, in parish of Dolgelly.

"In the year 1886 I became tenant of Penrhyn Gwyn instead of my mother, who was the previous tenant. My mother had received a notice to contract out of the Agricultural Holdings Act, 1875. The following year, 1877, Tynant, the next farm to Penrhyn Gwyn, was let to me also, the rent of both places being 70*l.* 10*s.* There was a slate quarry on Penrhyn Gwyn farm, and I received 11*l.* a year in respect of damage caused by the working of the quarry. In the year 1881 Dr. John Jones of Bryn ffynnon, Dolgelley, bought the farm from Mr. Ellis Nanney, the previous owner, and the following year my rent was raised to 85*l.*, and I was compelled to give up my claim for trespass against the Quarry Company, as my landlord undertook to pay it. I had no notice before I had to give up my claim for the 11*l.* I understand

that a good deal more than 11*l.* was paid him, but I failed to receive anything from him. I went to law, but was compelled to withdraw as the costs were becoming heavy. In several cases sheep fell into the quarry and were killed. I failed to obtain any compensation from my landlord. He would not consent to have damage assessed by arbitration though he was to pay damages according to agreement. He had agreed with the Quarry Company that the damages of 11*l.* were to be paid him.

"The following is a rough statement of the improvements made by me:—

	£	s.	d.
"1878.—A shippon was built. I carried all the materials, raised the sand, carried lime, and cut the foundation - - -	15	0	0
"1879.—I built a shed for the calves, except that I received timber - - - -	10	0	0
"1879.—I made a garden and a farmyard around the place, building the walls myself. I also bought a waterwheel and fixed it - - - -	35	0	0
"This was when Mr. Ellis Nanney was landlord.			
"1884.—The sanitary authority insisted upon a new piece being added to the house. I carted the materials and dug the foundation, &c. - - -	20	0	0
"1884–5.—A hay shed was built; I carted the materials and dug the foundation - - -	10	0	0
	£90	0	0

"The above prices are very moderate for the work which I did in connection with the above. In addition to these I made a number of other minor improvements.

"With regard to timber at Tyddyn Mawr and Penrhyn Gwyn and Tynant, I have to make a complaint as to the manner in which trespass is committed in connection with the cutting. When I was in Penrhyn Gwyn, some timber was cut, and the trees were dragged through my hayfields just before harvest. I have never received any compensation for this. In cases where, by the cutting of trees, gaps were made in the fences, I had to fill the gaps up myself. These trees were trees belonging to my old landlord, and they were not taken away till Dr. Jones' time. Though cut in winter they were allowed to remain in hayfields till near harvest time, and then dragged out.

"I produce a table giving prices obtained by a neighbour for cattle, sheep, and horses in 1872, 1882, and 1892 respectively. Also prices for wool—amount of wages paid for same years.

"*Cattle.*

Number of Cows.	In 1872.			In 1882.			In 1892.		
	£	s.	d.	£	s.	d.	£	s.	d.
3	29	0	0	24	0	0	18	0	0
5	52	0	0	—			35	0	0
2	19	0	0	16	0	0	9	0	0
4	40	0	0	29	0	0	14	0	0
4	40	0	0	25	0	0	16	10	0
2	24	0	0	20	0	0	13	10	0
2	28	0	0	14	0	0	7	0	0
7	103	0	0	73	0	0	26	0	0
2	25	0	0	16	0	0	7	0	0
4	48	0	0	40	0	0	26	0	0

"*Sheep.*

Number.	1872.	1882.	1892.
	per head. £ s. d.	per head. £ s. d.	per head. £ s. d.
Wethers ('mylltˈ)	1 4 0	0 17 6	0 12 6
do. -	1 5 0	0 19 6	0 15 6
Ewes - -	0 17 0	0 17 0	0 8 0

"*Horses.*

Number.	1872.			1882.			1892.		
	£	s.	d.	£	s.	d.	£	s.	d.
2	50	0	0	40	0	0	30	0	0

"*Wool.*

Weight.	1872.	1882.	1892.
	per lb. £ s. d.	per lb. £ s. d.	per lb. £ s. d
3,000 lbs.	0 1 6	0 1 0	0 0 7½

——	1872.			1882.			1892.		
	£	s.	d.	£	s.	d.	£	s.	d.
Totals - -	225	0	0	150	0	0	93	15	0

"[*Sum received for wool less, in* 1892, *than* 1872, *by* 131*l.* 5*s.*]

"*Wages.*

——	1872.			1882.			1892.		
	£	s.	d.	£	s.	d.	£	s.	d.
Shepherd, Hwsmon	20	0	0	20	0	0	49	0	0
Bailiff, Ceffylwr -	14	10	0	18	0	0	26	0	0
Carter - -	9	10	0	12	0	0	20	0	0
Second carter -	7	5	0	Obliged to do without them					
" "	4	0	0	5	10	0	15	0	0
" "	2	12	0	2	10	0	8	0	0
Milking lad -	1	10	0	1	10	0	Obliged to do without him.		
Maid - -	10	0	0	10	0	0	14	0	0
Second maid -	5	17	0	Obliged to do without her.					

Mr. *Griffiths.*

8832. Could you give us the total expense you laid out on this farm ?—No, I cannot exactly. I have made a summary in my statement.

8833. How did you proceed. You say you went to law to get compensation ; how did you proceed as to your law ?—Six months' rent was due to my landlord and I received a letter from his lawyer. Then I went to Mr. Millard. Mr. Davis was my landlord's solicitor here. It was in the agreement that I was to have compensation from him when he took that 11*l.* from me.

8834. Did you produce that agreement ?—Yes.

8835. Still you do not tell us why you did not proceed with the law suit ?—Because I believed it would cost me more money than I would gain by it. Dr. Jones had more money to spend over litigation than I had.

Mr. *Richard Jones.*

8836. Is there a quarry on the farm ?—Yes, but it is not worked now. It was worked at that time.

8837. Have you ever applied to your landlord to fence around the quarry ?—Yes ; I often complained to him that the sheep went over the precipice or dropped into the gap and were killed.

8838. Is your sheep walk enclosed ?—No.

8839. Have you ever applied to have it enclosed?—Yes, I have often applied.

8840. What are the disadvantages of sheep farming on unenclosed sheep walks ?— This land was shared by three farms and we did not know the respective land to be alloted to each farm—the limits of each farm. That caused disagreements between the farmers, the tenants of those farms.

8841. Supposing that the three tenants joined and fenced around that sheep walk, is there anything in the agreement under which you could claim compensation ?—No, nothing.

8842. Is the Agricultural Holdings Act operative or inoperative in your district ?—I believe most of the landlords gave notices soon after it was passed.

8843. Do you know that they cannot contract out of it ?—Yes, and we know the consequences as well as that.

8844. What do you mean ?—We should have to leave the farm.

8845. Do you mean that the landlord would put that interpretation upon it—that if you sent a notice that you were going to effect certain improvements the landlord would give you notice to quit ?—I have no doubt whatsoever that he would, but not every landlord.

8846. Is that the impression among the tenants generally ?—That is my belief.

8847. Who does the draining on Mr. Reveley's estate, the landlord or the tenant ?—I do not know very much about Mr. Reveley's estate, but I believe the farmers do the work and the landlord gives many of the pipes. I have left the farm ; I do not live there now.

Lord *Kenyon.*

8848. When did you leave this farm ?—Seven years ago.

8849. In 1886 ?—My taking of the farm terminated about six years ago.

8850. Did you put in any claim for compensation for unexhausted improvements ?—No, I did not give any notice until I was leaving. They were almost all buildings.

8851. I understand you to say that if a tenant gave notice that he is going to improve his land, the landlord would give him notice to quit ?—I did not say that.

8852. What you said to Mr. Richard Jones was tantamount to that ?—There were other things besides the repairs.

8853. What I want to arrive at is who are the landlords who would give notice to quit. Would you mind giving me instances ?—I think I said I believed they would do so.

8854. Can you tell me why you left your farm ?—Because the rent was too high, that was one reason, and because the doctor dealt with me as he did.

8855. You gave the doctor notice. The doctor did not give you notice, I think ?—Yes, I gave the place up.

Sir *John Llewelyn.*

8856. Did you hold two farms, the Bwlchgwyn and the Penrhyn Gwyn ?—I live in Bwlchgwyn now, but I held Penrhyn Gwyn and Tynant six years ago.

8857. Do you live in one of those farms now ?—No.

8858. In what farm do you live now ?—Penrhyn Gwyn.

8859. Then the two farms at that time were Tynant and Bwlch Gwyn ?—Yes.

8860. Are those two farms held by the same man now ?—The same tenant as followed me ?

8861. Yes. Are they held by one man ?—No ; they are let separately now.

8862. And the sheep run was open to the three farms ?—Yes.

8863. Are they fenced off now ?—No, I do not think so.

8864. There was a claim on account of sheep that fell into the quarry, and you had an action against the company ?—No, I did not enter any claim ; but I complained to the doctor about them.

8865. In your evidence in chief you said your landlord undertook to pay it ?—It was in the agreement ; yes.

8866. Was the agreement in writing ?—Yes.

8867. Then how was it you did not get the compensation ?—I do not know, I am sure.

8868. Was there a set off in any claim for rent ?—No.

8869. You did not consider that you had any claim, although the agreement was in writing ; could not you enforce it ?—Yes, otherwise I would not have gone to law on account of it, to see about it.

Sir *John Llewelyn*—continued.

8870. But did you get it ?—No.

Professor *Rhŷs.*

8871. Was not that claim against the Company ?—No. It was not against the Company, because my landlord had taken that claim from me.

Chairman.

8872. A question is put in by Mr. Vincent. "Will you name the sanitary authority that made you rebuild the houses, and give the date of the order" ?—William Jones, but I had no notice from him, only William Jones called yonder and said that the house was unfit. I do not think that the doctor had notice either.

Chairman—continued.

Mr. *Richard Jones.*

8873. In the items of expenditure I see that in the year 1879 you made a garden and wall, and water-wheel at an expense of 35*l.* Did you get any compensation for that ?—No, nothing.

8874. Is the water-wheel still on the farm ?—Yes, but there is another one in its stead. I had something from the incoming tenant for the water-wheel alone, but very little.

The witness withdrew.

Dr. Jones called and examined.

Chairman.

8875. You are the landlord of the last witness ?—He was a tenant of mine about seven years ago, my Lord.

8876. Have you anything you wish to say on that evidence which you have heard ?—I wish to make it known that when I purchased the farm Ellis Williams was tenant of two farms, and that before I bought the place he had had notice to quit from Mr. Nanney, the gentleman who sold the farms to me. He then had the offer of the two farms that he held or the other one which was contiguous to them, Tyddyn-Mawr, and of course, having been born at the place, he knew very well which was the best farm, and the best holding, and everything about them. He was born there. As to the quarry, the quarry was worked for about a year, I think, after he left. I received very little from the quarry, as he took those two farms Tynant and Penrhyngwyn on condition that he was to have nothing from the quarry. He did complain about some cattle going over. That was the duty of the quarry owners to protect him from it, and they have since put up things to prevent any accident of that kind. This man went away of his own accord. I found him a tenant to take the sheep from him and everything he had got. He got paid for the water-wheel, and after having left the farm for some time he sent me a writ for damages and things that he had sustained, according to him, at the quarry, which he failed to maintain, and he had to give it up. He put me to a great deal of expense, he has shown great malignity against me since he left, and I tried all I could to make him happy and comfortable at his house. He had the choice of two farms, and I have let the farms since to two tenants. They are perfectly satisfied. It is true they complain now of hard times, as all farmers do. I returned them 2*s.* 6*d.* in the £ on the last two rents, and they are perfectly happy. I get more rent paid on the farms than Ellis Williams paid at this time. The fact is he had an addition made to his house quite willingly on my part, and I paid out about 300*l.* on the house and a hay loft—a hay barn was made for him. I consider that Ellis Williams has had the best of the bargain there, and he has put me to a great deal of expense, I obtained for him a tenant to succeed him in the farm who paid him for the wheel and anything else that he had any claim for. The agreement he talks of is the ordinary agreement as between landlord and tenant, and the very last line in that agreement says that anything that is disputed is to be decided by arbitration, the last line in the ordinary agreement in this district. That is the only thing he had against me, and although he put me to a great deal of expense about it, he failed, and he did not go on with it. He took the farm on the condition that he was not to have anything from the quarry which is worked under the Crown, and he had the choice of another farm, a larger place by itself, than the two other farms. I shall be very happy to answer any questions your Lordship wishes to put, and I only want fair play.

Chairman—continued.

Mr. *Brynmor Jones.*

8877. What is the name of the tenant who succeeded Ellis Williams ?—Two have succeeded him, one is John Williams, and the other is Rees Pugh.

8878. Are they both your tenants now ?—Yes, they are.

8879. Was there not some other tenant, who became tenant, and who left or who was sent away—I do not know which ?—When Ellis Williams left these two persons took the farms. You see he had two holdings under his part at one time. Now I have two tenants.

8880. What was the rent that Williams had had the farm at, when you granted him the reversion ?—76*l.*, I think.

8881. For both holdings ?—Yes.

8882. What rent did the successors agree to pay ?—Oh, they pay more.

8883. How much each ?—They pay 40*l.* each.

Mr. *Griffiths.*

8884. The first time you paid your rent, was there anything said about compensation for the quarry, the same as he had been used to by his former landlord ?—No, but he had been taking the farms before conditionally that he was not to have anything from the quarry.

Mr. *Griffiths*—continued.

8885. Yes but that he denies?—I should like to ask him.

8886. Have you the agreement?—No; not on that point. The only agreement we had was the ordinary agreement obtainable in this district. There was no separate agreement as to the Quarry.

8887. Not in writing?—No.

8888. He says that he did not hear anything of it until another year after?—That is my version of it and that is the truth.

8889. The only thing is you both differ. Is it not on his improvement you are able to get the same rent for the farm now?—Well, did I not go to the expense of 300*l.* or 400*l.* in building the house for him and the hay place.

8890. And did he not go to a great deal of expense, too?—The usual expense of hauling only.

8891. Did you not raise the rent to 85*l.*?—For the two farms.

8892. Yes?—Yes, I think that was the rent.

8893. You rose his rent from 70*l.* 10*s.* to 85*l.*?—76*l.* it was.

8894. On what ground?—76*l.* was the rent he paid before I had it.

8895. After you had it, it was risen to that. That is his statement?—Yes, after I got the farms I raised the rent, but then, you see, I had got the expense of building for him. I think the house before I added to it was as good a house as most houses in Islawrdre, in the district where he lived.

Mr. *Richard Jones.*

8896. The two farms are occupied separately now?—They are.

8897. Previously Ellis Williams himself occupied the two?—He did.

8898. Are there two farmhouses? Is there a farmhouse on each holding?—Yes, and one of course got into bad repair during the time Ellis Williams lived at Tynant; my other house got into ruin, and it cost me a lot of money to raise that up again for another tenant.

8899. Was there any mention about the fencing of the quarry when Ellis Williams took the farm?—I do not remember that there was any; but as to the enclosing of the sheep-walks, I promised to do that for him if he paid me a certain amount of interest for the money laid out. I am not quite certain about the fencing of the quarry, which did not have anything to do with me—that was the work of the Quarry people to do—to fence the quarry. They were holders under the Crown.

8900. But do you not think that you should have protected the interest of the tenant by compelling the owners to fence the quarry?—Just so; that is what we did; it is fenced now. Ellis Williams has received a good deal of money from that quarry; more than I ever had. He had for years rent from it.

8901. While Ellis Williams was your tenant did you let one of the two farmhouses without his consent?—Never.

The witness withdrew.

Mr. THOMAS ELLIS called and examined through an Interpreter.

The Interpreter read the following statement of the witness:—

"Evidence of Mr. Thomas Ellis, Erwgoed, Dolgelly.

"Evidence relates to farms of Tyn llwyn and Wern-y-Barcud in the parish of Dolgelly.

"*Successive Landlords.*

1. Captain Williams, Bron y gader.
2. Mr. Gibbons, Yewtree House, Neston, Cheshire.
3. Mrs. Gibbons.
4. Mr. R. J. and W. Griffiths, Glyn, Dolgelly.

"*Rent.*—About the year 1849 I became tenant of a farm called Tynllwyn for the yearly rent of 27*l.* At the end of three years the rent was raised to 28*l.* This was the rent of the farm when Mr. Gibbons became owner, about the year 1860.

"In 1858 I reclaimed some waste land (9 acres), which was very wild and covered with gorse.

"At the end of four years (1862) the rent was raised to 32*l.* on my own improvements, and that before I reaped the fruits of my labour.

"In 1862 I took a farm called Wern-y-Barcud in addition to Tyn llwyn. The previous tenant paid 13*l.*, but when I became tenant the rent was raised to 16*l.* 8*s.*, so that the total amount of rent I paid at that time was 48*l.* 8*s.*

"In 1872 I reclaimed another piece of waste land about 9 acres—very wild, the same as the other, and in consequence my rent was raised in 1876 from 48*l.* 8*s.* to 60*l.* I received no return whatsoever, and 60*l.* was the rent I paid in 1885 when I left.

"*Building Improvements made by me.*

	Approximate Amount. £	*s.*	*d.*
1858 Cartage for repairing house	8	0	0
1869 Hay building at my own expense, thatched roof -	15	0	0
1871 Shed at my own expense	8	0	0
1875 Cartage for stable, &c. -	18	0	0
1877 Shed at my own expense -	7	0	0
1878–9 Shed cartage - -	5	0	0

"*Improvements.—Land.*

Cost of reclaiming and cultivating encroachments (as above -	60	0	0
10 tons of lime for each one (at 1*l.* per ton, including cartage)	20	0	0

"I received not a single penny for cartage. An old farmhouse which I had used for keeping cattle was converted into a keeper's house so that I had to carry towards making a new shed.

"*Agreements.*—I have not got written agreements with my first three landlords and I am sorry that my agreement with my last landlord has gone astray. As far as I can remember the only oppressive clauses that it contained are the following:—

"1. That I was not in any way to burn or remove any brushes that might have been on the land.

"2. That I was not to carry a gun for any purpose whatsoever on the land.

"Upon observing the above clauses I hesitated a good deal before signing it, but I was compelled to do so in order to continue in the farm.

"*Children.*—My wife, myself, and two of my children used to work hard on the farm, but it was quite impossible for me to pay them any wages."

"*Game.*—All that I can say upon this matter took place from the year 1878 to 1885, that is, the period I had held the land under Mr. Griffith.

"Before I knew who bought my farm in 1878 I received a letter from a Mr. Edwards of Fwllheli, giving me notice not to carry a gun on the land.

"One of the first things that was done afterwards was the turning of an old home into a house for the gamekeeper, and a place to rear the pheasants, &c. I received no compensation for the loss of this shed, but had to carry stones towards another shed without any payment. It was in this place the game was reared every year and they were let loose on the corn and hay fields, and the keeper was constantly after them, caring nothing what harm he was doing to the crops. Many rabbits were taken there from other places. When Mr. Griffith became owner rabbits had disappeared, but very soon after that hundreds troubled us.

"It was dangerous for a dog to chase any of the rabbits. I should at once be told of it. I was given to understand not to work in some portion of the farm at a particular time of the year in case I might have disturbed the game.

"*Servants' Story.* — The maidservants had occasion to go to the fields in search of the milking cows, to send them to the milkmaid, when one of the landlords passed by, and asked her what she was doing. She told him. He said that she ought to milk the cows where they were instead of disturbing the game, and at the same time making use of very strong language.

"The landlord and the keeper used to walk the place frequently on Sundays, to look after the game, and they never cared in the least what way they would take. My children and myself tried to persuade the keeper not to walk through the hay in the month of June, but to no purpose, and when I reasoned with him his answer would be threatening.

"I will give an instance of the inconsiderateness on the part of the landlord in this matter. On one occasion I sent a lad to a field, in a portion of which there was corn, to dig up some potatoes, when both landlords and a party, large in number, came to the field to shoot. Upon seeing the boy one of the landlords became angry and stated that I had sent him there to disturb the game, and he and the party, with one exception, walked through the corn crops, backwards and forwards, shooting the game. Subsequently one of the landlords (the one who became angry), accompanied by the keeper, came to the field (which was a cornfield) nearest to me, where I was making up a haystack, and without hesitating a moment they went through this cornfield also.

"Also, I suffered a little loss and inconvenience, owing to animals getting lost and never being seen afterwards, and others dying. I suppose they are being shot by the keepers.

"*Instances.* — We saw someone shooting in a particular field, *i.e.*, Cae-scybor. A cat was lost, a search was made for the cat, which was found dead near where the shooting took place.

"I lost two valuable bitches, and I know for certain, as it was thrown up, that poison had been given one of them.

"About two years before I lost the dogs, I bought a sow with young ones for 9*l.* 10*s.* The sow and a boar became very ill as if suffering from hydrophobia. According to the testimony of two veterinary surgeons, poison was the cause, and one of them stated that it was strychnine.

"Upon one occasion the maidservant saw a particular man throwing something here and there near the house.

"*Notice to quit.*—In May 1885 I received a notice to quit. The only reason that I can think of why they gave me notice was that I expressed myself rather forcibly to the gamekeeper with reference to his walking through the corn crops and hay, placing the traps, &c."

Sir *John Llewelyn.*

8902. Do I understand, by the various landlords you mention, that the property changed hands?—Yes.

8903. And there was no trouble about game till Mr. Griffiths came?—No, not at all.

8904. He was the owner, not a shooting tenant?—Yes, he had bought the farms.

8905. Do you complain that there was a great quantity of game?—There was no game worth troubling about before that, but in his time there was a great deal.

8906. Do you complain most of the pheasants or the rabbits?—The rabbits did most mischief but there were a good many pheasants, as they were reared on the farm.

Sir *John Llewelyn*—continued.

8907. Did he feed his own pheasants?—No, I did not feed the pheasants, I did not want them.

8908. I am asking about the landlord, did not the landlord feed them?—Oh yes, the landlord fed them and they were reared by the keeper's house, near my house.

8909. Do I understand that you complain most of the rabbits?—Yes, there were a good number of rabbits and they are rather wasteful.

8910. This was in 1878?—Yes, two years after he had bought the farm.

8911. And in 1880 the Ground Game Act was passed?—Yes.

Sir *John Llewelyn*—continued.

8912. Were you able then to protect yourself?—No, I could not after he had got possession of the farm, because I could not disturb them at all in any way.

8913. Not under the protection of the Ground Game Act?—No, not under that Act; nothing yet.

8914. Did you make any claim for compensation on account of the mischief done?—No, it was no use my doing so.

Chairman.

8915. What is your landlord's name?—Mr. Willie Griffiths.

8916. Where does he live?—He lives now at Penmaen.

Mr. JOHN JONES called and examined.

The interpreter read the following statement of the witness:—

"Evidence of Mr. John Jones, Penrhiw, Rhydymain, Dolgelly, tenant farmer.

"My evidence relates to the farm where I was born and brought up, where my father's family had lived for 300 or 400 years, namely Dugoed Isaf, in the parish of Mallwyd, Merionethshire. At one time Sir Watkin was the landlord, and the rent was 20*l.* Before my father's time it was raised to 30*l.*, and the landowner built a new house and barn. My father carted all the materials for him. The timber had to be carted from a distance of 12 miles, and the lime and slates from distances of 30 and 20 miles respectively. My father had, whilst cultivating the land, raised almost sufficient quantity of stones. The rent was after this raised to 40*l.* I now find it probable that the rent was raised to 40*l.* a few years before this building was done. The building was done 52 or 53 years ago.

"In the year about 1861 the farm was sold to Sir Edmund Buckley. In the year about 1870 a sum of 20*l.* was spent upon repairing the buildings and 5 per cent. was added to the rent in respect thereof, *i.e.*, the rent was raised to 41*l.* My father had greatly improved the land by good cultivation and by using a large quantity of manure, making fences, &c. He had five sons at home working without wages on the farm.

"In the year 1876 the farm was sold to a Mr. Bradwell, and in the meantime my father had died. My mother was refused the farm unless she was willing to pay an increase of 35*l.* She offered to pay 50*l.* As the landlord would not accept this rent we had to leave without receiving a farthing's compensation for the various improvements made on the farm. The new landlord informed us that he had been offered 76*l.* for the place. When we left an Englishman became tenant. Before he had been there 18 months the landlord had to levy a distress for the rent. He was there after that 18 months, and he then sold all his stock off himself and his landlord lost the rent. During those three years the land had been neglected and had begun to run out of cultivation, so that the landlord was compelled to let it to a farmer for 35*l.* for three years and 50*l.* a year afterwards."

The witness withdrew.

[Several witnesses were called but failed to answer.]

Mr. GRIFFITH PRICE called and examined.

8917. The Interpreter read the following statement of the witness:—

"Evidence of Mr. Griffith Price, junior,
Cors y garnedd, Llanfachreth, Dolgelly.

"I am the son of a tenant farmer, and have been at home off and on all my life assisting my father on his farm.

"My evidence will chiefly relate to the parish of Llanfachreth. The chief landowner is Mr. John Vaughan of Nannau. The rest of the parish is owned by various persons.

"It is a matter believed through the whole of the district that a Churchman has a better chance of obtaining a farm than a Nonconformist, and that the former can get on better with the landlords than the latter. All the large landowners are Conservatives and Churchmen.

"I can mention a case where a family, after having left Nonconformity, in a very short time afterwards became tenants on one of the farms in the district.

"Farms are let from year to year. I do not know of a single instance in this parish where a farm is let on a lease.

"The clause in agreements which is considered most oppressive is the one whereby the tenancy of a farm is determined by six months' notice. This has, in the testimony of all I have spoken to, a detrimental influence upon agriculture, as farmers will not make the improvements they would if they were more secure in their farms.

I produce a list of cases where farms have been consolidated in the district, and another in which rents have been raised.

Sir *John Llewelyn.*

8917*a*. You say in your evidence that you think six months' notice is too short to quit. What do you think would be adequate to meet the case, a three years' notice, or less?—Well, less would do. Six months is too short.

8918. I understand from that, that you draw a line between fixity of tenure and the present notice to quit as being too short. What do you think would be adequate?—Well 12 months would be better than six.

Sir *John Llewelyn*—continued.

8919. Do you think that would be adequate?—It could be better than that. Two years would not be too much for a farmer.

8920. You know the Agriculture Holdings Act, under which you may get compensation for improvements that you make?—Yes.

8921. You know the Act?—We do know it.

8922. Do you approve of that Act?—Yes.

8923. Have you an agreement under which you hold your farm?—No, I have not.

8924. Then you are under the Act?—I am not a tenant.

8925. Your father, I mean?—Yes.

Chairman.

8926. Two questions from Mr. Vincent. "Are not the majority of tenants Nonconformists"?—Yes.

8927. "Could you mention any case in which a Nonconformist landowner has got a Churchman as a tenant"?—No, I do not know of any.

Adjourned till the following morning at Barmouth.

ELEVENTH DAY.

Masonic Hall, Barmouth, Merionethshire, 15th September 1893.

PRESENT :

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. D. LLEUFER THOMAS, Secretary.

Mr. JOHN DAVIES called and examined.

Chairman.

8930. Do you prefer to be examined in Welsh, or will you give your evidence in English ?—I will give it in English.

8931. Have you got a copy of the evidence that you have handed in ?—I believe I have an outline of it.

8932–3. You want to speak about the general condition of the farming population ?—Yes, my Lord.

8934. Will you kindly tell us about that ?—With regard to farmers in my district there are very few peasant proprietors—small freeholders.

8935. Will you kindly tell us what your district is ?—The Duffryn district. It comprises the parishes of Llanenddwyn and Llanddwywe.

8936. How big is your district ? What is about the acreage ?—I cannot say. There are very few peasant proprietors or small freeholders in my district who have inherited their holdings from their ancestors. There are two or three. There are a few tenant farmers who have bought their own holdings for their own occupation. Those are also few. They were induced to buy their holdings when the Cors-y-gedol estate was sold in the year 1852. They had to borrow the money as a rule from private sources—private individuals, and I do not believe they have paid the encumbrancers yet.

Mr. *Seebohm.*

8937. How many years ago ?

Sir *John Llewelyn.*

8937*a*. You said 1852 ?—Yes. The present condition of such small freeholders compared with tenant farmers is very much the same. With regard to tenant farmers, tenant farmers and their wives take a considerable part in the manual labour of the farm, and as to the children they work at home as a rule and are not in receipt of wages nor are they otherwise remunerated. They are clothed and fed ; that is all. Their parents, speaking generally, are unable to make any provision on their marriage or independent settlement in life, except when they go to farms they become sureties for them, and I doubt very much as to the majority of tenant farmers, whether present rents could be maintained were they to pay their children wages. I am sure they would not. As to the proportion of farm labour which is hired, it is greater compared with that rendered by members of the household ; the greater part is hired, with the exception of a few farmers.

Lord *Kenyon.*

8938. They are paid wages ?—Yes, they are paid wages. There are a few cases where the household members outnumber the labourers. The greater number of hired labourers are lodged on farm premises, I should say three-fourths, and one-fourth settled in cottages. With very few exceptions they live on their employers' finding.

Chairman.

8939. They are fed by the employer ?—They are fed by the employer with very few exceptions.

Mr. *Seebohm.*

8940. Even those in cottages?—Even those in cottages. They work on the farm, and are fed on the farm, and go to the cottages to sleep at night. I am not aware of any that receive payment in any measure in kind in this district. They receive cash wages. The wages are much higher now than they were 40 or 50 years ago. I do not know, my Lord, whether I may be allowed to say what I saw with regard to this, and what I have read. Even the day before yesterday I saw a diary of an old farmer of the wages he paid 40 years ago.

Chairman.

8941. Yes, you may state that?—He had two farms, and he used to pay the best men on the farms from 6*l.* to 7*l.* a year.

8942. And keep, of course?—And keep. He paid the females from 4*l.* to 5*l.* Now, the best men are paid 30*l.* a year; the second best about 23*l.* Housekeepers are paid from 15*l.* to 20*l.* Others that take upon them manual labour, about 14*l.* the best.

Sir *John Llewelyn.*

8943. By "housekeepers" you mean female servants?—Yes.

Lord *Kenyon.*

8944. And the other matter referred to females, I suppose, too—those which you said work upon the farm who receive 4*l.* to 5*l.*?—Yes, they are females.

Mr. *Richard Jones.*

8945. What is the distinction between housekeepers and the others? Are the housekeepers those who take charge of the house in the absence of the wives?—Yes; labourers or servants are accommodated as a rule in the farmhouse. A few sleep, too, in outbuildings. They take their meals in the house. As for cottage accommodation, there are few cottages on the land on which they work at present, very few. They mostly reside in the farmhouses. In the past there used to be more living in cottages on the farms.

Mr. *Seebohm.*

8946. That means more married labourers, does it not?—Married labourers, as a rule.

8947. There are fewer married labourers now than there used to be it means?—No, I do not think there are fewer, only I know many cottages on the farms that have got now into a dilapidated state.

Sir *John Llewelyn.*

8948. And I understood you to say that those who used to live on the cottages on the farms now live in villages?—Those that used to live in the cottages on the farms are gone; they now live in villages.

8949. But the cottages on the farms are dilapidated some of them?—Yes. Those that live in cottages in villages have to walk to their work. The distance averages a mile about. The accommodation of the cottages they live in is fair. As a rule they have gardens belonging to their cottages.

Mr. *Griffiths.*

8950. Are you now referring to farm cottages or those in villages?—In villages. There are very few farm cottages. A few live in small farms or a house with sufficient land to keep a cow, but those do not live on their employers' farms. They are tenants some of them of the same landlord as the farmers. We know of no small holdings in this district, or allotments within the meaning of the Allotments Act. As to tenant farmers it is as much as they can as a rule to make two ends meet. Labourers compared with tenant farmers are better off as to comfort.

Mr. *Seebohm.*

8951. Does that apply to married labourers?—Both. There has been a considerable migration of labourers within this district within the last 50 years, and some farmers—a few farmers have migrated as well. The reason they leave this country is to improve their circumstances. Very few farmers keep diaries or farming accounts. As to the periods of trade depression, and the commencement of the depression in this district, I should say the depression mostly felt occurred in 1879. The present depression began about two years ago. The causes of such depression I am at a loss to ascertain. I feel confident that it is not to be assigned to foreign competition. When times were better, and were very good, the competition was the same. The remedies I would suggest for improving the profits from land would be security of tenure, compensation for improvements, land or arbitration court, and the abolition of the game laws. As to general relations between landlord and tenant in this district, the relations are perfectly friendly. They are mostly friendly in this country, where agents and gamekeepers do not interfere. That is all I have to state.

Chairman.

8952. Then I think I understand you to say that you consider the rents in this part of the country too high?—I do.

8953. So high that the children of the tenant farmer working on the land cannot possibly receive any payment for their services, as well as the rent being paid?—They cannot.

Lord *Kenyon.*

8954. Mr. Davies, you referred to the Corsygedol estate; that was sold in 1852, was it not?—Yes.

8955. Do you know whether the tenants, when they bought those farms, bought them dear?—Well, I should say they bought them rather dear, because the tenants in the auction could not compete with the more wealthy.

8956. You think there was a disposition on the part of the neighbouring landowners to buy at the same time, and to compete with them?—There was.

8957. Do you think, on the whole, that they improved their condition by buying those?—I do not think they have.

8958. They were, perhaps, as well off before?—Quite as well off.

8959. You have said something about children of farmers receiving wages, did the children of the farmers ever receive wages before?—I do not think they did.

8960. Has it ever been the case in your recollection?—Not to my knowledge.

8961. Were the children disposed to be rewarded for their work by being provided for in after life?—I believe it is that tenant farmers' children were better provided for formerly than they are at present.

8962. That would be on account of the bad times, or at least on account of the farmers not being so well off now as they were formerly?—Not so well off.

8963. But I should think that the question of wages being paid in hard cash to the children never occurred?—I do not think it ever occurred in hard cash.

8964. With regard to villages and cottages, I have heard it stated, and I should like you to correct me if I am wrong, that a labourer does not care to live in an isolated cottage in this district?—I do not know about caring; I think he would prefer it.

8965. You think he would prefer to live by himself?—I think he would prefer to live by himself.

8966. Take some of the upland farms. They are rather bleak and cold in the winter. Would not he naturally prefer to live in the village?—No. Should a cottage get vacant on an upland farm, with a field or two attached to it, there would be a lot of labourers going in for it.

8967. It occurred to me that a village is really an aggregation of cottages, and that they would live together for the sake of companionship, and would rather walk a greater distance to their work than live in an isolated place?—No, I do not think that is so.

8968. I do not know whether you know the Treweryn district?—I do not.

8969. I remember a cottage being built on the road there, and it has never been inhabited since it was built. I thought that might possibly

Lord *Kenyon*—continued.

have been the case—that it was too isolated?—No.

8970. You do not think so?—No.

8971. You have spoken about the Allotments Act. With regard to allotments under that Act, is there any demand for them?—No, none. May I be allowed to give my reason?

8972. Certainly. Perhaps there is difficulty in obtaining them?—No, we have done away with the Small Holdings Act.

8973. You have not taken it up?—We have not taken it up. I happen to be a member of the Committee that met about a fortnight ago, and we do not consider the circumstances of the county meet it by any means; we take it to be a sham so far as we are concerned, and we feel certain that no Act of the kind will work in this part of the country without a compulsory clause.

8974. The land that is offered to you is not suitable?—It is not suitable.

8975. Are the landlords in this district mostly resident or absentees?—The principal landlord here is resident.

8976. And on that account do you think there are friendly relations?—Yes, I have no hesitation in saying that his tenant farmers and himself are on pretty good terms.

8977. Who is the one you refer to?—Mr. Ansell.

Mr. *Brynmor Jones.*

8978. I understand you to say that the reason why the County Council have not taken up the Small Holdings Act of 1892 is because of the defects in the machinery of the Act?—In the machinery—the construction of the Act.

8979. Do you think that there is any desire among the labourers for small holdings of two acres?—There is.

8980. Are you of opinion that the general application of the Act, supposing the machinery were amended, and therefore proper lands obtained upon reasonable terms, would improve the condition of the labourers in this county?—I believe it would.

8981. In regard to farmers' children, to what age do the farmers' children usually remain on the farm helping their father without wages?—Well, it is difficult to answer. They reside on the farm till they get married, as a rule.

8982. They reside, then, until they become adults, as a rule?—Yes.

8983. Do you know whether or not the attendance of children at school is interfered with or made more inconvenient to the children by the necessity of this work on the farm?—It is made more inconvenient; there is no question about that.

8984. You said that among the remedies which you desired is more adequate compensation for improvements done by farmers. I

Mr. *Brynmor Jones*—continued.

gather from that that you do not think that the Agricultural Holdings Act of 1883 is satisfactory?—No.

8985. Do you remember the schedule to the Act?—I do.

8986. What alteration would you suggest in the schedule to the Act. I will hand it to you. You see they are divided into three headings or clauses?—They are.

8987. They are improvements to which the consent of the landlord is required. Do you think, for instance, that the improvements under Part 1 or any of them ought to be permitted by you without the consent of the landlord?—I would not suggest that. I believe the tenant farmer, before making any improvements, ought to consult the landlord; but when leaving his farm he ought to be compensated.

8988. Take the case of his enlarging a building, for instance. Supposing he does that without the consent of the landlord, do you think he ought to be compensated?—I would not say that.

8989. You would not go so far as that?—No, I would not. The landlord ought to be consulted in my opinion.

8990. But would this be one of the matters upon which you would suggest that a land or an arbitration court should have some jurisdiction?—It would.

8991. So that if I were a tenant farmer and I went to you as a landlord and I said, "Now, I "want to make a new building; I do not ask "you to do it, and I will do it at my own "expense, but I want to be compensated under "the Act," and the landlord says "No," you think I ought to go to the land court?—I think you ought to go to the Land Court.

8992. And if the Land Court thought it was a fair improvement to make, and was a general benefit both for the landlord and tenant in the long run, the Court might give the sanction which the landlord refused?—Just so.

8993. What do you think of the other parts of the schedule?—As to part 3, I believe these matters ought to be left to the jurisdiction of the tenant farmer.

8994. But you see the landlord's consent is not required for it?—It is not required.

8995. Do you hear any complaints in this county about the machinery of the Act as to the requirement of notice by the tenant, that the tenant is to give two months' notice of his claim?—Yes, there are complaints.

Mr. *Griffiths.*

8996. Is the reason why you wish to get these remedies because you find that tenant farmers, as a rule, now do not get security for their tenure?—It is so.

Mr. *Griffiths*—continued.

8997. And also that they do not get compensation for the improvements that they make, for the same reason?—It is so.

8998. I see you have suggested abolition of game laws. Do you not think that if the game laws were abolished all your landlords would leave the country?—I question it.

8999. Or is there any other reason? Do landlords in this district let out their game to others?—They do. That is the great grievance here.

9000. Do you think tenants, as a rule, would be glad to take this game and pay rent to the landlord for the game, and have it in their own hands?—No, I do not think they would be willing to have the rents increased. They consider, inasmuch as it is they who feed the game, that they ought to get the game.

9001. Well, they would get the game. They could let it then if they wished to?—Yes, that would decrease the rent a little if they wished to.

9002. But it would be very different. The tenant farmer would then be master over the game. The keeper could not trample upon him?—No.

9003. As I remember, in the other evidence it was stated that dogs and keepers go through the corn. We have had several instances of that?—Yes, that is the case here.

9004. If the tenant gave a trifle for the game, do you not think he would be in a better position?—Yes; but the question is, why should he give anything for the game?

9005. You wish to give the game altogether to the tenant?—To the tenant.

9006. I am afraid we should not have much game in this country?—I do think the tenants would feel the loss of it.

9007. What was the reason why these people were induced to buy these farms?—For fear of others buying them, and that they should have to quit.

9008. Then you think landlords ought to build more labourers' cottages out in the country?—As I said, the greater part of the labourers in the farmhouse. As to the few that live in the villages—I said one-fourth, I believe, who reside in the villages—no doubt it will be more convenient for the work.

9009. You did say it would be more convenient if they could live in the farmhouses. But then, of course, you would like the landlord to build a few more cottages for the labourers?—I do not think they would care very much for the cottages unless they could get an acre or two of land.

9010. You are an advocate of every labourer keeping his cow?—Yes.

Mr. *Brynmor Jones.*

9011. That is what I asked Mr. Davies before?—Yes.

Mr. *Griffiths.*

9012. I quite agree with you. Do you know of daughters and sons living with their parents and unable to get farms after they are married?—Yes, I do; they have the greatest difficulty.

Mr. *Richard Jones.*

9013. Has there been a good deal of change in the properties that you are acquainted with; that is, have the properties changed hands?—No, not a great deal. There have been a few changes, but not often. I mean, several years between them.

9014. Do you know of instances where rents have been advanced where there has been a sale of property?—I cannot say with a view to sale.

9015. You say that the wages of the labourers are very much higher than they were 40 years ago. Are there as many employed now on the farms as there were?—Not quite as many.

9016. Have the labourers to be fed better?—They have.

9017. Do they work shorter hours?—They do not, in the majority of cases.

9018. Are they as easy to manage now as they were?—I question it.

9019. Are there as many female servants employed now as there were?—About the same; not quite as many. Female servants formerly used to work on the land, but now they will not.

9020. You say that labourers are better off than tenant farmers?—They are, certainly.

9021. Why do not tenant farmers bring up their children to some other calling?—Many do.

9022. To what?—Different callings; such as clerks, or apprentice them in shops, or put them on the railway.

9023. There are three classes of people who live on the land, the landlords, the tenants, and the labourers; which of those is worse off?—The tenants.

9024. You say that there has been a migration of farmers. Where have they gone to?—I do not say a great migration of farmers; a few. There are many, to my knowledge, that have gone from this district to America.

9025. Have any gone to England?—None to England.

9026. Do you think those people are better off in America?—I cannot say.

9027. They have not come back, I suppose?—They have not come back.

9028. Do you think the Welsh farmer is more attached to his home than the English farmer?—I do; there is no question about that.

9029. Why should he be so?—I cannot answer the question why he should be so. That is the case.

Mr. *Richard Jones*—continued.

9030. You have no reason to offer?—No; I believe it is characteristic of the Welsh that they cling to their country.

9031. Their language and religion have something to do with it?—Their language and religion have something to do with it, no doubt.

9032. Where have the labourers gone to?—Labourers, as a rule, go to towns; for instance, there are very many come to Barmouth from our district, and very many have gone to South Wales.

9033. You mentioned the depression in 1879. Was there any great loss of sheep in the year 1879?—I believe there was.

9034. Great loss?—Yes, great loss.

9035. Do you know of any farmers who lost their flocks?—I know farmers that lost a good many.

Mr. *Seebohm.*

9036. May I ask you a few questions in addition to your excellent evidence. Do many instances arise of farms to let? Is it the common case that there is a farm to let?—No, it is not a very common case here.

9037. Several in a year?—Oh, no. The cases are very far between; very few.

9038. Then when a farm is vacant there is great competition for it?—There is.

9039. Who are the competitors? There are the farmers' sons?—The farmers' sons.

9040. And the labourers who have saved money?—Labourers sometimes, but farmers' sons and farmers from the neighbourhood.

9041. And there is so much competition that people would be apt to give too high a rent to get in, I suppose?—There is.

9042. This is a practical point. Supposing that you had a Land Court, and you had many competitors offering a higher rent than you considered to be a fair living rent, how could a Land Court keep down that market value of the land? Could they let the farm at a less rent than people were willing to give?—No doubt they could; and that is one argument of mine for a Land Court.

9043. Then how would the Land Court choose between a lot of tenants all of whom would be willing to outbid one another, because it would be a sort of gift to a man whom they chose as the one to be admitted?—No, not quite in that light. If the former tenant failed to live on the farm, he could apply to the Land Court for a reduction of rent, and the farm would not become vacant.

9044. Yes, but I am not taking the case of a reduction of rent, I am talking of cases of farms, few and far between, which really became vacant. I want to get this point. How could a Land Court choose between tenants

Mr. *Seebohm*—continued.

who were wishing to get in, because the lower rent would be a sort of gift to the one whom they chose as the one to be admitted?—Yes, I admit it is very difficult, almost impossible, for the landlord to decide, and we cannot expect him to lower the rent then when a higher rent is offered him.

9045. But do you think the Land Court could?—What I say is that farms get vacant in this part of the country because the tenants fail to live upon them.

9046. I quite understand it?—And then again there is a run for the farm.

9047. I quite understand that the Land Court might prevent a great many tenants from leaving their farms to save them from bankruptcy, or whatever it was. That in itself would lessen the number of vacant farms?—Yes.

9048. They would become rarer; the competition would become greater?—Yes.

9049. Now, the thing I cannot get any light upon is, how the Land Court is to remedy that when it has to deal with a farm becoming vacant?—I do not think that question would come before a Land Court, if there was a Land Court for the former tenant to apply to for a reduction of rent. There would be no such cases for any arbitration court at all.

9050. Then there would be no vacant farms?—Then there would be no vacant farms.

9051. And there would be no chance for a labourer to get a vacant farm?—No, not unless there is death.

9052. That is how you get competition, and that is the point on which we want light as to how the Land Court is to deal with those cases when they arise. It is a very difficult problem?—The Land Court would not have to deal very long with such cases; there would be no such cases for a Land Court in a very short time.

9053. You mean there would be no vacant farms?—No vacant farms, and the rent settled for the former tenant would remain the same for the incoming tenant.

9054. Then the difficulty would be to choose between the number of competitors who offer a larger rent to get in?—Then the question would be decided by the Land Court. It is not possible that a higher rent would be asked by the Land Court.

9055. And the difficulty would be to choose between the different competitors? would it not?—Who would choose in this manner the best tenant in his opinion.

9056. The Land Court you mean?—No, the landlord. I mean this, the rent having been decided by a Land Court, the case of the former tenant remains the same for the next tenant, and suppose there are many applying for the farm the choice the landlord has is to take the best.

9057. The difficulty would be, I think, if that was carried out, and there were no vacant farms, that the chance of people rising in the world, or becoming farm labourers into farmers, would become less, would it not? It is a choice between two difficulties. You do not want to disturb the old tenants to make the vacancies, and, on the other hand, you would be sorry if there were no vacancies to be filled, because the steps in the ladder would be rather destroyed between the tenant and the labourer?—Yes.

Mr. *Seebohm*—continued.

Sir *John Llewelyn.*

9058. You told us that there have been some cases of land being sold, and men who had been tenants becoming freeholders?—Yes.

9059. Was that in 1852?—1852.

9060. Can you tell us whether at that time any opportunity was given to the tenants for purchasing?—There was a sale at the time.

9061. Open sale?—Open sale.

9062. Has there been any other sale since that from a land owner?—There have been a few—very few.

9063. Do you know instances where there has been right of pre-emption given to the sitting tenant?—No, I do not.

9064. You know no such instances?—No, I do not.

9065. Then, in your opinion, are the tenants better off as tenants, or are they better off as owners of their own holdings?—So far as I can judge very much the same.

9066. I suppose it would depend upon the rate of interest at which they can borrow their money?—It does; they are very heavily mortgaged, no doubt.

9067. With regard to the children who work upon the farms, I suppose it is not every farm that has got an opportunity of getting children to help them?—Not every farm.

9068. So your remarks with regard to the children apply merely to those instances where there are children able to help?—Where there are children.

9069. Do those children generally help—the boys?—The boys do.

9070. So they get their experience by learning on the farm?—They do.

9071. And become capable of becoming farmers presently?—Yes.

9072. You have given us interesting evidence as to increasing the rate of wages, and you told us the bill has gone up and down?—It has.

9073. And you told us there are many applicants for farms, although the rates are higher?—Yes.

9074. And about the produce; is that about the same as it used to be?—No.

9075. Less?—Very much less.

9076. Can you say how much?—I should say at present, compared with what it has been, it is about 60 or 70 per cent. less in some quarters.

9077. With regard to the Small Holdings Act, you had, I suppose, a Committee of the County

Sir *John Llewelyn*—continued.

Council inquiring into the working of this Act?—Yes.

9078. Do you think it would be an advantage if there was a compulsory clause?—Not altogether.

9079. With regard to the holding again, I just want to ask this one question: Is there any instance in your own knowledge of any payment from the incoming tenant to the outgoing tenant for goodwill over and above the exhausted improvements?—I have known instances.

9080. And were those instances with the knowledge of the landowner?—I doubt it.

Chairman.

9081. I have two or three questions which have been handed in. The first is from Mr. Llewelyn Jones: "Is it a fact that in your district a large "number of children of tender age are kept "away from school in order to work at home"? Does that come within your knowledge?—No, it is not that there is a large number; there are a few. They are kept to education; not altogether. We have an officer who looks after them; but when the tenant farmers cannot keep them at school, especially in busy times, they are.

9082. These are six questions from Mr. Vincent. "If the condition of the tenant farmer is superior to that of the freeholder," as you told us you considered it was, "do you not "think that fact is due really to the improve-"ments made by landowners?—I did not say it was superior.

Lord *Kenyon.*

I think he said it was much the same.

The *Witness.*

The labourer was superior to the tenant farmers, I said.

Lord *Kenyon.*

9083. I think I can clear that up. You said the tenants who bought their property on the Cors-y-gedol estate were worse off?—No, very much the same.

Chairman.

9084. "In the case of the sale of part of "Mr. Nanney's estate, was not the first offer "given to the tenants, at any rate in the "majority of cases"?—Whose estate?

9085. Mr. Nanney's estate?—I do not know anything about Mr. Nanney's estate.

9086. "May I take it that as part of the "machinery of carrying the Act of 1883 out, "you would be satisfied if the words 'such "'consent not to be unreasonably withheld' "were added in respect of Schedule 1"?—That would mend matters, no doubt.

9087. That would be a little improvement?—That would be a little improvement.

9088. "Will you kindly specify, as far as you "can, the good years, and bad years, and the "average years, which have occurred since "1879, so that we may have an idea of the "nature of the fluctuations"?—1879-80, bad; 1881-83, better; 1885, very bad; 1887-9, better; bad since.

9089. "Would it not be more just to describe "the mass of the farmers of your district as "peasant farmers in a small way of business, "rather than as farmers in the English sense"?—Does that mean that they have any business besides farming?

Lord *Kenyon.*

9090. With reference to the size of the holdings, are they small farms all through?—There are good-sized farms as well as small ones.

Chairman.

You do not press that, Mr. Vincent?

Mr. *Vincent:* No, I do not press that.

Chairman.

I do not think it is important.

The *Witness.*

There are many upland farms; the average there is very large.

9091. "Will you say whether, when you "speak of work done by children without "wages, and of farmer's inability to provide "for their children, you refer to the whole "class of tenant farmers or only to the smaller "ones"?—The largest farmers we have, as well as small ones.

The witness withdrew.

Rev. WILLIAM EVANS called and examined.

Chairman.

9092. You speak English?—Well, I will try, my Lord.

9093. Has your ownership of this mountain, that you state is the property of Mrs. Laura Evans, been attacked before the Royal Commission?—Attacked. What do you mean?

9094. Is there any doubt about the ownership?—Yes. There are persons disputing the right.

9095. What persons?—Well, I may call her a trespasser in the mountain, at present.

Lord *Kenyon.*

9096. Are you in possession of it now?—Yes. It is a common.

Chairman.

9097. But you see we are not in any way a court that we can adjudicate upon a question of a disputed right. I am afraid we cannot take your evidence. We are come here to inquire into the condition of land, and we are not come here to hear the complaints of any

Chairman—continued.

person holding land which it is said he is not entitled to, and to say that he or his sister, or any other relation is entitled to it?—We had it on a rent from the Crown lately.

9098. You paid a rental?—We paid a rental to the Crown, and I have got a conveyance for that rental.

Sir *John Llewelyn.*

Can you tell us in what way it is a matter of public interest?—It is a matter of private interest, it seems to me.

Chairman.

9099. Yes. It is a matter of private interest to yourself, and it is of no public interest?—I understood the Commission would take these things into consideration. That is the reason I wrote the Secretary to take my name, if it was so, and he wrote to say that he had taken my name, and he would put my name down for Barmouth, and I wrote again to ask whether there was any other communication required, and I did not hear a word, and then I took it for granted that I was to be called.

9100. Yes; but you understand that we cannot take any private dispute; that cannot come before us. If you can give us any general evidence as regards commons, we will take that?—I will do that.

9101. But I am afraid we cannot take any evidence about any dispute between any private persons as to the right to this mountain.

Mr. *Brynmor Jones.*

9102. What I understand is, that either you or your relatives claim this waste or common ground?—Yes, that is it.

9103. And you want to show the nature of the title that you or your relatives have to this waste land?—That is so.

Chairman.

9104. Are there any commoners on this waste land?—No.

Mr. *Brynmor Jones.*

9105. Then why is it "common"—why do you call it "common" at all?—It is stated in the deeds it is property adjoined to certain property long ago. You will see it is by this (*handing paper*).

9106. May I look at the fine. I think you refer in your letter to a fine and a recovery?—Yes; *this* is the fine and a recovery, the office copy, and *this* is the conveyance from the Woods and Forests of the fee-farm rent (*producing the documents*).

Sir *John Llewelyn.*

If he will read those through I will ask no questions upon it.

Chairman.

9107. Will you kindly read those, and just tell us shortly what your case is?—

Chairman—continued.

"Ownership of a Mountain or Common at "Barmouth, Merionethshire. Sir, I beg to "submit evidence respecting the ownership of "the above Mountain or Common situated at "Barmouth, and to show that the same is the "property of Mrs. Laura Evans, viz.: (1) By "the Chirograph, and Public Record Office "Copy of a Fine levied on the same in 1775." The parcels are described in the Fine as "Five "Messuages, one Cottage, one Barn, six Gardens, "one Orchard and one acre of Land and Com-"mon of Pasture for all manner of cattle and "Common of Turbary."

9108. Do you put that in?—That is it (*handing it in*).

9109. That is one claim that has been considered?—"(2) Also by the Public Record Office "Copy of a Recovery exemplified of the same "in 1797." Here it is (*handing it in*). "And "to show that the same is the property of "Mrs. Laura Evans."

9110. Well you have put in these two statements of yours; I have to ask you these questions. Has your title to your property been in any way attacked during the sittings of the Commission?—No, I do not know.

9111. Nobody has brought any counterclaim for this?—I am not aware of any, I cannot say.

9112. Then we are very much obliged to you for putting these in, and it will be considered. We have your evidence. These are all the papers you wanted to hand in, I think?—Yes, so far as the papers go, unless you take my evidence.

9113. You have given it. You tell us you hand in these documents?—I mean if there is anything you want to know about the commons.

Mr. *Brynmor Jones.*

9114. This is now enclosed. In 1797 the parcels are described as "six messuages, four "gardens, one acre of land, and common of "pasture for all cattle and common of turbary." Is it now all enclosed. Has it a fence round it now?—It was fenced. It is this rock above you here, this mountain above you here, and you see the messuages which are referred to there and the gardens. They run down from there to the sand, and in a certain lease and re-lease dated 14th and 15th December 1728, it is stated, "From the mountain or common next adjoining "thereto down to the sands." And that is the reason the common is included in the fine or recovery.

Chairman.

9115. Then, do you mean to say you claim the whole of Barmouth?—No, my Lord. Oh, no. I only claim what I name there.

Chairman.

Very well; we are very much obliged to you for putting this in, and it will be added to the papers.

The witness withdrew.

The Hon. R. Henley Eden called and examined.

Chairman.

9116. You are the Hon. R. H. Eden ?—Yes.

9117. And you live where ?—At Witley, in Worcestershire.

9118. You are the estate agent to Lord Dudley for the Crogan Estate, Merionethshire ?—Yes.

9119. The acreage of the estate is what ?—10,000 acres.

9120. Ten thousand acres in Merionethshire ?—Yes.

9121. Question No. 21 : Where there are rights of pasture over "sheep runs," &c., in whom are such rights vested, and subject to what payments and conditions. Whether "without stint," or how limited ?—They are vested in the landowner, and the number of sheep is stated in letting the farms, and each tenant has the right to run so many sheep on the moors.

9122. No. 24, about the management. Where land is held by small or large, by absentee or resident landowners, in consolidated or scattered estates, can you tell us anything about the management ?—I should consider the land is better managed on a large estate than on a small estate.

9123. And about your tenants, are they Nonconformists or Churchmen ? — Chiefly Nonconformists.

9124. Does it make any difference ?—None in the world. There is the best possible feeling between landlord and tenant.

9125. Where agents are employed, have they received any special training for the supervision of agricultural land ?—Yes.

9126. You were educated at 16 years of age as a farmer ?—Yes, and land agent, and I have been a farmer and land agent ever since.

9127. What is the usual date of entry in your district ?—Lady Day.

9128. Are farms let on leases or from year to year ?—From year to year.

9129. No leases ? — They have never been asked for.

9130. And no changes in tenancy ?—Very few changes, except from death. I think there have been two from death.

9131. Have any cases of hardship arisen ?—No.

9132. In resuming the occupation of a field or plot out of a holding, for the sake of planting, building, or for other purposes, do owners generally serve their tenants with proper notices for the purpose, and grant them compensation ?—Certainly.

9133. And the usual compensation if damage is done by timber cutting, mining, brickfields, quarries, and so forth ?—Yes.

9134. Will you hand in a copy of your agreement ?—Yes (*handing it in*).

9135. Are any of the clauses considered oppressive ?—No.

9136. Have you any penalising clauses in hem ? — No, nothing beyond the ordinary clauses. If a man farms badly we should make a claim on his leaving.

Chairman—continued.

9137. And the rent is a gross sum, I suppose ?—A gross sum.

9138. And the rent of the smaller tenantry of course is higher per acre than on larger farms ?—Very slightly on account of the buildings, but it is a little, I dare say.

9139. Do you claim any other services from the tenant than the payment of rent ?—None of any sort.

9140. How do you fix your rent ?—I should value it myself. Directly a farm is vacant I value the farm.

9141. And, of course, you let to the best man you can get ?—To the best man with capital.

9142. Is arbitration ever resorted to ?—Never.

9143. And you have not raised your rents, I suppose ?—No, they have been reduced.

9144. What about permanent reductions or temporary abatements of rent ?—Five tenants' rents were permanently reduced 15 per cent. in 1886 ; 10 per cent. given back on rents from Lady Day 1885 to Lady Day 1889 ; 10 per cent. given back on rents from Lady Day 1891 to Lady Day 1892 ; 15 per cent. given back on rents from Lady Day 1892 to Lady Day 1893, in fact, up to the present time.

9145. You told us you make the valuations yourself ?—Yes.

9146. In 1886 did you go into the question of rents being reduced ?—Yes, I went over the whole estate, and went into them all.

9147. Were there any particular reductions as the result ?—Five. In those cases the farms were bought separately from the rest of the estate.

9148. Five tenants got a permanent reduction in 1886 ?—Yes.

9149. When do you get the rent after it falls due ?—We give four months hanging gale.

9150. What do you think about the preferential claim for rent on the position of tenants generally—what effect has it ?—I think it is a good thing. It enables the landlord to give a larger credit when asked for, as it sometimes is, as it enables the tenants to sell their crops to best advantage, and not to rush them on the markets.

9151. What do you say with regard to the other charges on the land, or on incomes derived from land ?—Since I have been agent the tithes have been merged with the rent. The land tax is paid by the tenants ; it is under 32*l.* on the whole estate. There are a few chief rents paid by the tenants, that is under 3*l.* on the whole estate ; the local rates are paid by the tenants, and the income tax is, of course, paid by the landlord.

9152. What sized farms are there on Lord Dudley's estate ?—12 between 1 and 20 acres, 12 between 20 and 50 acres, 12 between 100 and 200 acres, 5 between 200 and 300 acres, 3 between 300 and 350 acres, but that does not

Chairman—continued.

include the sheep walks, that is the bottom land.

9153. Any sub-division or sub-letting?—No, I have none practically.

9154. I suppose the larger tenants farm the best; do you find that or not?—Yes, I think they do.

9155. That is your opinion?—It is very difficult to say—they vary.

9156. Is it grazing and arable?—Grazing and arable.

9157. Is there any scarcity of labourers?—I have never heard of any.

9158. Is there any land going out of cultivation?—None.

9159. Has any waste land been reclaimed?—No.

9160. Is there much land still waste which is capable of profitable reclamation by draining marshy ground or embanking rivers?—There is no draining in that sense; no large protection of land by embanking rivers.

9161. Do you make improvements on your land?—The landlord finds the drain pipes on these farms, and he protects the land from river encroachment when it gets bad, and he finds the gates and posts and wire fencing; he has also had granaries built, and erected more buildings generally, and he has always been charged with those improvements and no interest has been charged on it.

9162. What about the draining?—In a general way the landlord finds the pipes and the tenant puts them in, and if rent is a little dearer we put the pipes in as a bonus.

9163. You do not contract out of the Agricultural Holdings Act?—No.

9164. And there is no custom of the country?—No, except that the incoming tenant has to take the outgoing tenant's sheep.

9165. Outgoing tenants have always had sufficient compensation in your opinion?—Always.

9166. And what is the custom about the sale of sheep?—The incoming tenant has to take them by custom.

9167. But is there an obligation, like there is in Scotland, on the landlord to take all the sheep on the farm?—I believe there is, but it has never come before me.

9168. I mean that an outgoing tenant can insist upon his sheep being taken by the landlord, just the same as in Scotland?—Yes. The sheep know the hills, and it is always understood for that reason that the landlord ought to take them.

9169. Has Lord Dudley any shooting in this part of the world?—The shooting is let.

9170. And the ground game, of course the tenants can kill what they like?—And do.

9171. Any damage complained of?—I never heard of any.

9172. And there is no attention paid to fruit culture, horticulture including market gardening, forestry, poultry farming, and bee-keeping?—I have been told there was a lecturer, but cannot say of my own knowledge.

Chairman—continued.

9173. And no co-operation and combination between landlords and tenants?—None.

9174. And no co-operation among farmers?—No.

9175. And no tenant farmers who have bought their own or other holdings?—No.

9176. We have heard a good deal about the children. The man and the wife and children all work on the farm?—All, I think, up to 35 years of age sometimes.

9177. The children up to 35 years of age?—Yes, and more.

9178. Do they get any wages?—They must get wages. I do not know how it is managed. They have money in their pockets, and they must get some wages.

9179. Can you tell us about the chief causes of depression?—Since I have known Wales the chief causes of depression were the large number of sheep which were lost in 1885. I do not go back to 1879. Of course that was the first cause; and the bad prices of all sorts of stock from 1885 to 1888; and again, the great drop in the value of sheep in 1892 and 1893.

9180. Does Lord Dudley ever come down to this part of the world?—He has been.

9181. There is no house on the property which he could occupy?—There is a little house, but a very small one; not a house he could live in.

9182. You have put in, I see, a long list of the families who have held the same farms for generations?—Yes.

9183. There has been very little change on the estate?—There has been none, I think, except from deaths, and I think one was turned out for quarrelling with the neighbours.

9184. And some of them go back for years and years?—An immense number of years. I cannot find out how far some of them go back. I will put that in. [*Handing in list.*]

Sir *John Llewelyn.*

9185. You have power under your agreements to make a claim under the penal clauses?—Well, they are very slight. There are penal clauses.

9186. Have you ever enforced them?—No.

9187. You gave us a list of the farms, the size of the farms, the acreage of the farms. If I have it rightly from you, you say there are 5,220 acres. I should like to have once more the size of the farms?—What is the number of the question?

9188. Without troubling you, I took it down as being 5,220 acres. Have you got it?—Yes. 12 between one and 20 acres; 12 between 20 and 50 acres; 12 between 100 and 200 acres; five between 200 and 300 acres; three between 300 and 350 acres.

9189. So that rather more than half of those farms would be under 50 acres?—Yes, that is so.

9190. I want your opinion as to which class of farmers were doing best, the larger ones or the smaller ones?—I should think the larger ones.

Sir *John Llewelyn*—continued.

9191. And you told us that was exclusive of sheep runs?—Yes.

9192. Another interesting point you stated that I have not heard stated before, was, that the number of sheep is specified in the holdings?—Yes.

9193. That, I suppose, is with the object of preventing quarrelling among the neighbours, is that it?—That is so.

Chairman.

9194. About over-stocking the mountain?—Yes. Of course the over-stocking the mountain is the cause of the quarrelling.

Sir *John Llewelyn.*

9195. We have had evidence of the quarrelling in respect of that grievance, and we have not yet heard any rectification of the manner of doing away with what has been found to be a grievance; this is the first time I have heard of it?—The only tenant I have had to dismiss has been from that very reason, from quarrelling over the sheep.

9196. Have you consolidated farms?—No.

9197. Have you divided them?—No; not to any extent. I mean a field may have been altered here and there.

9198. That is what I meant; you have not made two farms out of one, or one out of two?—Oh, no.

9199. Then since you have had experience of English agriculture, would you tell us, in your opinion, what are the chief differences between land tenure in England and land tenure in Wales?—I do not quite follow you.

9200. There are some differences, I take it—the mountainous character of the land is one. It is very different in that way?—Oh, yes.

9201. And the size of the farms is considerably different on the average?—In England, the part I have to deal with now, is chiefly fruit growing, hop and fruit.

9202. They are under very different conditions?—Yes, as different as possible.

9203. Does language make any difference as between you and your tenants?—Not a bit.

9204. Do you speak Welsh?—No.

9205. Has religion ever entered into the question of tenancy?—Never.

9206. Would it do so in England?—No.

9207. I suppose language would, but religion would not?—No.

9208. I suppose you have some Churchmen tenants and you have some Nonconformist tenants?—We have very few Churchmen. I really could hardly point to more than one or two.

Mr. *Seebohm.*

9209. You spoke with reference to the sheep runs being let according to the number of sheep. Is it always sheep, are there never bullocks?—Always sheep.

9210. Nothing but sheep?—Nothing but sheep.

Mr. *Seebohm*—continued.

9211. No cattle breeding there?—None on the hills. I am only talking of sheep on the hills.

9212. Then there is this question I want to ask. I think you stated that most or all of your tenants were year to year tenants?—All.

9213. Do you know how far back that system of year to year tenancy goes. Have you any traditions of there once having been leases for lives—leases for three lives, or anything of that kind?—No, never since Lord Dudley has bought the estate.

9214. Do you happen to know whether there were any before that?—No, I cannot tell you before that.

9215. They have been from year to year ever since when?—Since 1852.

Mr. *Richard Jones.*

9216. What do you mean by quillets of land?—They are small pieces that run through other fields; little strips in the middle of fields.

9217. You have had experience of Welsh and English estates. What is your impression of Welsh farmers generally?—They are very good tenants indeed. They pay their rent with the utmost punctuality, and they farm well; very well.

Mr. *Griffiths.*

9218. Your statement with regard to the children working on the farm differs from all that we have had heretofore. You say the children are paid for working on the farms?—Well, I presume they are paid; because they have money in their pockets. I have no proof of their being paid. Of course I cannot prove it; but they always have money, and as they work entirely on the farm, they must be paid by the farm.

9219. Do you spend much time down in Wales?—I am here seven or eight, sometimes nine or ten, times a year.

9220. Do you give the same percentage to the Welsh tenants that you give to the Worcestershire tenants?—Quite different. They do not follow each other at all. Sometimes when it is bad times in Worcestershire it is good times in Wales. I have known that.

9221. You do not mean to say that all the Worcestershire land is laid down with hops?—No, of course not.

9222. You said so just now?—No, I say it is chiefly fruit growing and hops. That is what I said.

9223. I think there is a good deal of dairy farming in Worcestershire. I know a little of it?—I do not think there is.

9224. Have you any dairy schools in Worcestershire?—We have dairy schools; but there is no dairying in the way of cheese-making, or in the way of large dairy farms. It is simply that a man keeps three or four or five cows.

9225. I know they have been teaching butter-making there for some time?—I know; I am Chairman of that Committee, and I know it well; but you cannot call it a dairy country.

Lord *Kenyon.*

9226. In your experience of English estates and Welsh estates, is there any difference in the treatment of tenants by their landlords, do you think?—None.

9227. They treat them exactly in the same way in Wales as they do in England?—Exactly.

9228. You said that the shooting here was let?—It is let to Sir Henry Robertson, the next owner. It is so intermixed with his estate that neither could shoot without the other. The lands run in and out of each other completely.

9229. Have you had any complaints on that score?—Never.

9230. Have the tenants ever applied for the shooting on their own account?—Never.

Chairman.

9231. There is one question I have to trouble you with, from Mr. Vincent. "Do you think "that if there was a Land Court a landowner "would have as much interest in his estates "as he has now"?—I do not suppose he would. He would have no interest at all, I should think.

Mr. *Brynmor Jones.*

9232. Upon that, just one question. I do not quite follow that answer. He would have the rent still, would he not?—That remains to be seen, I think.

9233. It might be reduced, but there would be a fair rent fixed by the Court according to the produce of the estate?—At present he is master of his own estate; and if there was a Land Court, he would no longer be master of his own estate.

Mr. *Richard Jones.*

9234. I think you say that farms are better managed on consolidated estates. Will you explain that?—I think they are. I give my opinion that they are better managed on large estates than on small ones. The landowner expends more money in repairs, and probably takes care to get a better class of tenant.

9235. You have not used the word "large" estate, but "consolidated" estate?—Well, I mean large estate. That is the word, I think, in the schedule.

Chairman.

9236. That question refers to the case of three or four small farms being knocked into one. I think you will find the word "consolidated" is in the question?—I took it as being a large estate in reading the question.

9237. It is Question No. 24. "Where land "is held by small or large, or by absentee "or resident landowners in consolidated or "scattered estates." I suppose "consolidated" means a large aggregate of land all put together?—That is what I took it to be.

Mr. *Richard Jones.*

9238. In what way would the farm be better managed?—I think the estates are better looked after, and a better class of tenant is picked out. A small owner is sometimes careless as to who he gets on an outlying scattered farm. They are more difficult to let, and he does not get so good a class of men.

Sir *John Llewelyn.*

Arising out of that, is it your opinion that the best class of tenant farmers prefer to hold under a big landowner than under a small one?—Distinctly.

The witness withdrew.

Mr. David Richard Parry called and examined.

Chairman.

9240. Will you give your evidence in English, or would you like to give it in Welsh?—In Welsh.

(The witness was examined through an interpreter.)

9241. Where do you live?—Late of Henblas, Llangelynin.

9242. Did you live anywhere else previously?—Yes.

9243. Where?—Gwystatcoid, in the parish of Mallwyd, Merionethshire.

9244. What do you wish to speak about?—About my leaving Henblas.

9245. Will you give us the history of that?—I left Henblas in May of 1891.

9246. Who was your landlord?—The Countess De Morella. Mr. Gillart was the agent.

9247. Will you tell us the circumstances under which you left?—My family were increasing so much that there was not sufficient work for them on the farm, so I took a larger farm in order that my children might remain at home.

Chairman—continued.

9248. As well as the other one?—I asked Mr. Gillart whether he would take the farm off my hands before I took Rhydyfen.

9249. What was Mr. Gillart's reply to that?—He said that he would take the farm up, and that he would not be unkind to any tenant who would do better, and that he would come to see the farm—come over the farm. He came. I had not ploughed my farm, but it looked well at the time. I had prepared it for keeping sheep and cows. I had the consent to have the valuation of two men with regard to the sheep and about three tons of fodder which was left behind, including the hay and straw, water-power, and engines, and some wire fences. When the incoming tenant was going to take Henblas, Mr. Gillart asked for 5*l.* increase in the rent. Some refused; but he found a tenant who would give that increase. That is all I have got to say on that point.

See 18,462, 18,491.

Chairman—continued.

9250. Did you get the money for these things that you left on the farm?—Yes, I had a valuation of all that I had left there.

9251. And got paid?—Yes, and I got paid. I had incurred extra expense in manuring before this, and a little in putting up walls.

9252. Did you get any compensation for this manuring, or for putting up the walls?—No.

9253. And you consider that you were fairly entitled to that compensation?—Yes; altogether.

9254. And you consider yourself to have been unfairly treated?—I complain nothing with regard to the agreement as the agreement stands. I did as well as the agreement would allow; but I consider that the 5*l.* increase in rent on the nature of the land is entirely mine.

9255. Can you tell us anything about the conditions of the farmers and farmers' widows and orphans in the district?—Yes. In order that you may understand, I may say that there are 60 to 65 farms in the parish from 20*l.* and upwards in rent.

9256. Which parish is this?—Llangelynin. I only go back 25 years. There have been about 70 changes on these farms during the last 25 years.

9257. Do they all belong to the Countess De Morella?—No; there are several small landowners. Out of these 70 about 20 had become bankrupt or had failed.

9258. What is the condition of these paupers at the present moment?

The Interpreter.—He did not say paupers He said 20 who had failed—who had no capital.

Chairman.

Have these people absolutely failed—have they lost all their money, or have they got a little money left?

The Witness (*speaking in English*). They have left all their money to get work.

9259. They have lost everything they had?—Everything.

9260. They were farmers on this estate under these different people, and they have lost all the money that they had in farming and now they are paupers?—Some paupers and some poor workers.

9261. Some are on the parish, some are paupers, and some have not any money at all and are obliged to work?—Yes.

The examination was resumed through the Interpreter.

9262. Will you proceed?—In the year 1890, 27, with their families, were in receipt of parish relief who had formerly been farmers.

9263. Twenty-seven all included?—Twenty-seven all told out of the 70. The cost of maintaining these 27 people amounted during the year to 163*l.* 8*s.* That is the amount of the parish relief. It is a little less now, some of them having died, and some of the children being able to go to service. It is 117*l.* 12*s.* 8*d.* There are 25 of them now instead of 27.

Chairman—continued.

9264. What is the condition of the outbuildings in your neighbourhood?—Some of the buildings are in a very bad state; not only the outbuildings, but the houses as well.

9265. Are there any absentee landlords in your neighbourhood?—They all live away with the exception of one who partly resides there. My opinion and the opinion of the neighbourhood is that that has a great deal to do with the poverty of the parish; that it is far better in other parishes where the landlords reside.

9266. Can you say anything about the relative value of the landlords' and the tenants' interest in upland and lowland farms?—We consider that a farm on the lowlands, if there is proper stock on it, is worth three times the stock. If the cost of the stock is 1,000*l.* the cost of the farm is 3,000*l.* on lowlands. We consider that when the farm is properly stocked it is worth three times the stock. It is very different on high land. The stock of upland farms is half the value of the farm as a rule, and in many instances in upland farms the stock of the farm is as valuable as the farm itself.

9267. If it was sold—if it was put on the market?—Yes.

9268. Are there any large number of freeholders?—Two in the parish.

Lord *Kenyon.*

9269. I wanted to clear up the reason why you left Henblas. Did you ask for a release from Mr. Gillart before, or did you give him notice? Did you ask for a release before the time became due—that you should leave?—Yes.

9270. You asked him to let you off on the 25th March previous to what he might have done; is that it?—I did not give up the farm, but I asked whether he would take it.

9271. Did you ask Mr. Gillart for any more compensation than you received?—No.

9272. Then what you complain of is that Mr. Gillart got 5*l.* a year more?—Yes.

9273. And you never asked for any more?—No, I had some difficulty in getting what I asked for.

9274. You live at Rhydyfen now, under Mr. Price?—Yes.

9275. I know the place very well—at the public-house?—Yes.

9276. Then, with regard to the game. We heard that in this district the letting of the game was a disadvantage. Do you think that?—It would make no difference. There was no game whatsoever.

9277. I mean at Rhydyfen?—I complained but little with regard to the game at Rhydyfen. When the gentlemen come out to shoot the sheep are a little disturbed.

9278. What I meant was whether you think the game should not be let by the landlord to another person as I understand it is by Mr. Price?—I have no particular opinion upon

Lord *Kenyon*—continued.

that. I do not quite understand the question. He contracted the farm out of the agreement when I took the farm.

Lord *Kenyon.*

I will not press the question.

Mr. *Brynmor Jones.*

9279. Is there a village of Henblas?—No.

9280. What is the nearest village to the farm that you are living at?—The nearest village to Henblas, where I used to be?

9281. Yes?—Llwyngwril.

9282. What is the sanitary condition of that village?—It is very bad.

9283. Is it the fact that the people are drinking water from wells near which there are cesspools and privies?—It is not altogether so. It is true that people drink water from the river into which cesspools or privies flow.

9284. The water is not from wells, as I thought, but from the river?—No, not from the wells, but from the river, and there is another thing: there are farmhouses where the water with which they are supplied flows beneath the churchyard, and there is no other water to be had.

9285. What is the condition of the cottages as to repair?—They are in a very bad state.

9286. The landlady has no house near this village, has she?—No, I have never seen her.

Mr. *Griffiths.*

9287. You say, Mr. Parry, that there have been a great many changes in these farms. How are they found now? Has the rent been reduced?—Yes, in several instances.

9288. You say there are a few freeholders. Do they live any better than the rest around them?—There are two freeholders, and they farm far better than the other tenants.

9289. Why do they farm better?—Because they live on their own farms, and because they have a certainty that labour is not in vain.

9290. It is not that they possess more money but they have security of tenure?—Not because they have more money, or are better off.

9291. Do you think the farmers in that neighbourhood would farm better and produce better crops if they had security of tenure?—I feel certain that they would.

9292. Can you tell us if this water that you speak of has ever been analysed?—The inspector of nuisances, together with the doctor, has often been there examining it.

9293. Did they take away some water in bottles?—I cannot say. I can say this, that I have seen fat—grease—on the surface of the water which we used where I lived.

9294. How long do people live generally there?—A few reach old age, but there are very often young people die.

Mr. *Richard Jones.*

9295. You say that three times the value of the stock would be the worth of the whole farm?—Yes.

Mr. *Richard Jones*—continued.

9296. That is on a lowland farm?—Yes.

9297. And that on an upland farm the value of the farm would be twice the value of the stock?—Yes.

9298. We will say that on a lowland farm the value of the stock is 300*l.*?—Yes.

9299. Consequently the value of the farm would be 900*l.*?—Yes.

9300. What should be the rent of that farm?—As it would produce.

9301. You are going into another rule now in assessing rent. I want you to keep to this one.

Sir *John Llewelyn.*

We ought to get Mr. Jones' question a little clearer. I did not quite understand your question.

Mr. *Richard Jones.*

He says this, that if the value of the stock on the farm is 300*l.*, the value of the farm should be 900*l.*

Sir *John Llewelyn.*

I quite follow that.

Mr. *Richard Jones.*

I am asking him, according to that rule, what should be the rent of the farm.

Sir *John Llewelyn.*

I follow your argument perfectly, and I want to understand your question.

Mr. *Richard Jones.*

9302. I want to know, according to that rule, what the rent should be?—4 per cent. on the capital; 4 per cent on 900*l.*

Sir *John Llewelyn.*

That would be 36*l.*

Mr. *Richard Jones.*

9303. 36*l.* Supposing that the stock on an upland farm was 300*l.*, and the value 600*l.*, what should be the rent of that?—I consider that it should be less than the other; 3 or 3½ per cent. would be enough.

9304. Why do you make that distinction?—Because the landlord has far greater certainty of his rent on highland farms than on lowland farms.

9305. How so?—Because the value of the stock approaches nearer to the value of the farm.

9306. Have you any other rule for assessing rent? On the lowland farm how many times the rent should you make in order that the farm should pay?—Three times.

9307. And an upland farm?—Four or five times at least. I should like to say a word or two to explain that. Farmers on upland farms are obliged to pay for putting their stock down on the lowland farms during winter.

9308. Yes, of course, that is a good reason.

Sir *John Llewelyn.*

We call it "tack" in our country. He does not know the word very likely.

The *Interpreter.*—No.

Sir *John Llewelyn.*

9309. Is it sheep only?—Sheep and ponies as well.

Mr. *Richard Jones.*

9310. Do you consider, according to that last rule, that farmers have not made a profit on their farm?—No, they have not.

9311. Do you know the rate collector of the parish where you live?—Yes.

9312. Do you know whether there are any arrears on the rates?—I do not know the particulars or the details with regard to the parish during the last two years, but it was so when I left the parish.

9313. You do not know whether the overseers have received notice from the board of guardians with respect to the arrears of rates?—I do not know that now.

Professor *Rhŷs.*

9314. You mentioned just now the sanitary condition of Llyngwril; would you tell me what are the principal diseases that people die of in the parish according to your impression?—Consumption and inflammation most of them.

9315. What do you mean by inflammation; where is the inflammation?—Inflammation of the lungs, or any of the internal organs.

9316. Do you have epidemics very much?—Scarlet fever and measles.

9317. Does Llwyngwril suffer more from measles and scarlet fever than the average villages about, do you know?—I really cannot say as to that, but they have been suffering from those two epidemics during the last two years.

9318. Has that been ascribed to the bad water by the local authorities?—I have not heard.

9319. Has there been any diphtheria?—No, not lately.

9320. What servants do you keep now?—I have two sons working and a daughter.

9321. Have you any labourers?—Four or five during harvest time, and one during the rest of the year.

9322. What do you pay them?—I paid 16*s.* this year. I used to pay 1*l.* in former years, as well as their food.

9323. About how long do you employ them in the year?—Two months.

Sir *John Llewelyn.*

9324. Were you the poor-law guardian when you were at Henblas?—Yes.

9325. It was in May 1891 that you left it?—Yes.

9326. Was the parish an exceptionally poor one?—Yes, it is the worst by far in North Wales.

Sir *John Llewelyn*—continued.

9327. You partly attribute that to the absenteeism of the landlord?—I believe so.

9328. How many landowners were there besides the Countess De Morella?—There were very many, but the largest landowners were Mr. Tylor, Mrs. Royle, of Bala——

9329. I do not care for the names, but there were very many?—Yes.

9330. Has any of that land been sold lately or since then?—Some building land has been sold recently at Llwyngwril.

9331. But at the farms; the holdings?—But few farms have been sold.

9332. To the tenants or to other people?—To other people.

9333. Did you take any steps towards getting a better water supply?—Yes, when I was on the board of guardians.

9334. That has not been carried out?—No.

Chairman.

9335. There are some questions handed in. Question by Mr. Llewelyn Jones: "Have the "local landlords done anything towards im- "proving the water supply near Llwyngwril? "Do you know whether they have been ap- "proached with a view to getting them to do "something in that direction?" I think that question has been put and we need not trouble you about that. Another question by Mr. Llewellyn Jones: "Who is the chief land- "lord of the cottages, &c., in the village of "Llwyngwril"?—The Countess De Morella did own them, but they have been sold to several tradesmen, and so on.

9336. A question by Mr. Vincent: "Are there "not 'fridds' in your neighbourhood"?—Yes.

9337. What do you mean by "fridds"?—By 'fridds' I mean land between the upland and the lowland specially intended for the use of the sheep in winter.

9338. Then "Are the properties of these "absentee owners of such size that they could "reside upon them and have tenants as well"?—It depends on what should be the extent of an estate to keep the landlord there.

9339. "Were not there more freeholders in "your parish some years ago"?—I do not think there is much difference.

9340. "If so, what has become of them." Well, there is no difference, and, therefore, that does not arise. This is a question by Mr. Gillart: "Has not the Countess de Morella sold "most of the houses in the village lately, and "were not they mostly bought by the occu- "piers"?—A shop was sold to one who occupied a shop, and a public-house to a publican, but nothing else.

9341. I will put that question again: "Has "not the Countess de Morella sold most of the "houses in the village lately, and were not "they mostly bought by the occupiers"?—I do not know the details, but I do not think that any of the occupiers bought the houses except those two I mentioned.

Re-examined, 18,491.

Mr. RICHARD ROBERTS called and examined through an Interpreter.

9341*a*. The Interpreter read the following evidence of the witness :—

"Evidence of Mr. Richard Roberts, Ty Gwyn, Trawsfynydd, tenant of Ty Gwyn and Murmadog farm.

"Formerly tenant of Brynscuboriau, in same parish.

"Evidence relates to Trawsfynydd parish. The chief landlords are Sir Watkin W. Wynn, Mr. Wood, and Mr. Ansel.

With regard to tenancy the term is from March 25th as to land and May 13th as to house. Tenancies are from year to year. There are no leases in the neighbourhood.

"In the year 1811 the population of the parish of Trawsfynydd was 1481, now it is 1636. In the early part of the century the population was entirely agricultural, and managed to live upon the produce of the land. Now there are over 120 men at work in the quarries, and this represents a population of 500, or more, so that the present agricultural population is only about 1,100.

"The following is a list of a large number of farms in the parish, and shows the way in which rents have been raised in the last 50 years :—

"*Sir Watkin Wynn's Estate.*

	£	£
"Dolmynach - -	35 to	65
"Gelligain - -	25 to	35
"Rhiwgoch - - -	140 to	200
	but lately reduced to	160*l.*
"Tyddyndu and Dolmoch	40 to	70
"Tanrallt - - -	32 to	45
afterwards 41*l.*, as 4*l.* was taken from rent in respect of 30 acres sold for railway.		
"Dolbrysor - - -	50 to	80
"Bryncelynog - -	86 to	96
"y Faen filldir - -	18 to	26

"*Mrs. Anwyl's Estate.*

	£	£
"Bryn hir - - -	50 to	65
"Tyddyn drain - -	20 to	28
"Muriaw - - - -	25 to	30

"*Mr. Wood's Estate.*

	£	£
"Bryn crwn - - -	40 to	47
"Tyddyn sais - -	40 to	50
"Bryn maenllwyd - -	45 to	57
"Bryn y gath - -	44 to	70
"Bedd y coedwr - -	38 to	45
"Pantglas - -	80 to	130

"*Mr. Jones Tyn y cornel's Estate.*

	£ *s.*	£
"Adwydeg - - -	18 0 to	26
"Blaen y cae - -	12 10 to	18
"Orsedd lâs - -	42 0 to	60
"Can y cefn - -	35 0 to	50

"*Mr. D. Ll. Williams' Estate.*

	£	£
"Glanllafar - - -	50 to	75
"Nantbudr - - -	50 to	70
"Carn Hylliad - - -	44 to	75

"*Mr. Morgan Lloyd's Estate.*

	£	£ *s.*
"Coed yr hygyn - -	50 to	65 0
and then there are two more farms—		
"Tyn llyn - - -	30 to	46 0
"Cefn Clawdd - -	50 to	52 10

"There may be some recent reductions which I have not been able to find out.

"In addition to the large increase in rents, the prices of stock, &c., especially sheep and cattle, have fallen very low, and the wages of labourers are twice as high as they used to be.

"Forty years ago the farmers of the district managed to live upon what their own farms produced. Now I have calculated that something like 27 tons of malt stuff, Indian corn, &c. is used monthly for man and beast, from outside. The following farms are farms which are running out of cultivation and becoming one with the mountain :—

"*Fotty y plas.*

"*Fotty ffridd Bryn Pyrs.*

"*Nant Ilywcus.*

"*Blaen y cwm.*—About 300 acres belonging to this farm have become part of the mountain.

"*Bryn celynog.*—A large portion of this farm has gone out of cultivation, and is practically reckoned with the mountain as a ffridd.

"During the last 40 years 51 labourers' cottages have fallen into ruins in the parish. I have prepared a list of them which I can hand in if necessary. [*List handed in.*] There are also 12 or 13 farm houses less than 40 years ago.

"Until I was 33 years old I worked at home with my father on the farm called Bryn ys guboriau (230 acres). About the year 1866 the house was rebuilt and my father had to do all the carting and all the labourers' work connected with the building without being paid for the same. A year after the house was built the rent was raised 20*l.* In the year 1873 my father died and I took the farm. In the year 1874 the farm was sold and I retook it from the purchaser, the rent being increased 5*l.* In 1876 the barn and cowhouse were rebuilt. I had to cart all the materials and do all the labourers' work without pay. In the year 1879 another out-building was made, and I had to cart materials, and did a great portion of the work, including a pond. In 1883 I received a notice to quit and left in 1884. I did not complain of the agreement until I was leaving, but then it was put in operation. Every letter of the agreement was enforced."

Lord *Kenyon.*

9342. Whose estate was this?—Robert Lloyd Jones is the owner of the farm.

Sir *John Llewelyn.*

9343. As to the list of alterations in the rent, are they of your own knowledge?—No, not all.

9344. Are you able to give the date of the alteration in the rent?—Not accurately, but they were raised about 15 to 20 years ago.

9345. All at the same time?—It was at that time that most of the rents were raised—during that period.

9346. Was there any increase in the land attached to each holding to account for it?—No, I only know of one instance.

9347. Were there fresh buildings supplied?—Yes, on several.

9348. Did that partly account for the increase in the rent?—I cannot be sure.

9349. Were there any instances in which the rents were reduced?—I cannot remember, but several of the farms mentioned in my list have been reduced from the high rent which was paid for them at one time.

9350. Then are the figures supplied in this paper the maximum amounts within your memory?—Yes, they are.

9351. Are they within your own knowledge, or is it from hearsay that you know of it?—This is the way I got the figures. Of course I asked a friend to make inquiries in a district and to get a list of farms and the rent, and another man in another district, and, of course, I have personal knowledge of many of them.

9352. With regard to the labourers you tell us that 51 labourers' cottages have fallen into ruins?—Yes.

9353. Have any new ones been built instead?—Yes, in the village.

9354. One of the witnesses told us just now that the labourers, in consequence, would have on an average about a mile extra to walk. Is that your own experience?—If I may be allowed to explain the difference, when these old cottages were on the farms the labourers then worked on the farms and lived in these houses on the farms here, but now that these workmen have come to work at the quarries they have gone to live at the village, because it is more convenient.

9355. Then they no longer work on the farms?—They do not work at all on the farms—those who live in the villages.

9356. You say there are 12 farmhouses less than there were 40 years ago?—There are 26 farms, I believe, where they have been consolidated—two made into one.

9357. But your evidence says 12 farmhouses less 40 years ago?—26 farms have been consolidated—two farms made into one—so that the result is that there are only 13 houses now.

9358. Quite so. That explains it. So that there have been consolidations in 26 farms, and there are now 13 where there were 26?—Yes.

9359. Have there been no instances of division of the farms?—Yes, one farm has been subdivided into three parts.

Professor *Rhys.*

9360. There was a reference to an agreement there. I do not know whether that agreement is put in, or that we have seen a copy of it?—No.

9361. You say, I know that every letter of that agreement was carried out when you left?—Yes, everything that was necessary. May I be allowed to explain what I say here? What I mean to say is this, that I did not complain of anything in the agreement whilst I was in that farm until I left, and then every clause and every point in the agreement was enforced.

9362. What I was referring to is this, that there are several clauses in most of the agreements that we have seen which we have heard are never carried out. I want to know how it stood with regard to this case. You are very strong in saying that every letter of this agreement was carried out?—It was so in my case. I have not a copy of the agreement with me.

9363. Did you ever have a copy?—Yes, I had.

9364. What has become of it?—I have lost it.

Mr. *Richard Jones.*

9365. Will you explain one sentence in your evidence. You say that 40 years ago the farmers in the district managed to live upon what their own farms produced. Now I calculate it that something like 27 tons of stuff for animals and men come in monthly. Do you mean to say that the farming is less productive?—They do not keep enough labourers to cultivate it properly. That is my opinion.

9366. Is there any change in the character of farming. Is there more feeding of stock than there used to be?—I can scarcely say that there is.

9367. Is there less wheat raised on the farm?—They are not accustomed to grow wheat on our farms, but oats and barley.

9368. I should like to know whether you are in favour of having a duty on the corn that is brought in?—No, I am not.

Mr. *Griffiths.*

9369. You have told us several instances of farms where the rents have been increased. Can you tell me if the rates have also been increased?—I do not understand that they were raised. I do not recollect well, but I think there has been a re-valuation of the rates about 10 or 12 years ago.

9370. But I wanted to know if that is the case generally?—No. This re-valuation only affected a few farms.

9371. If you have your rent lowered, would you not have your rates lowered too?—I have found but very few appealing for a reduction.

Mr. *Brynmor Jones.*

9372. Just one more question. You were asked as to how you obtained your information in regard to the rents of the farms mentioned in your evidence. Now, in regard to those cases

Mr. *Brynmor Jones*—continued.

in which you did not know of your own knowledge what the old rent was and what the new rent was, did you get the information from a thoroughly trustworthy person?—Yes, the best men I could think of in the neighbourhood.

Lord *Kenyon.*

9373. Do you remember the railway being made at Trawsfynydd?—Yes.

9374. Has not that very much improved the property about Trawsfynydd?—No, not particularly.

9375. Do they not get their produce better to market and themselves better to market than they used to when they had a long way to walk?—The railway has been injurious to our market.

9376. At Trawsfynydd itself?—Yes, at Trawsfynydd, with regard to the butter and meat market. It has acted injuriously in this way—by making Blaenau Festiniog, where we sell these things, more accessible to the Llanrwst district in one direction, and the Bala district in another, thus increasing the supply of butter and meat at Blaenau Festiniog, with the consequent lowering of prices. In all other respects the railway has done us good.

9377. May I take it you would rather be without the railway?—No, I do not mean that.

Chairman.

9378. There are a couple of questions handed in. One by Mr. Vincent: "What were the "conditions of the agreement which were "enforced when you left, did they relate to "dilapidations, to the state of cultivation, or to "what?"—I do not recollect it quite accurately, but by one of the clauses I was asked to keep the fences in repair; all the hay and straw on the land also had to be used, unless we had the consent of the landlord to sell.

9379. You do not remember exactly what the conditions were?—No, I cannot remember all the clauses of the agreement.

9380. "If you had to pay anything, what was the thing paid for?"—I was not obliged to pay anything.

Chairman—continued.

9381. "If you received too little yourself, "what sum ought you to have received?"—I did not say anything about that point.

9382. Then there are three questions from Mr. Robert Jones, Mr. Wood's agent: "Are you "prepared to say that the poor rates are higher "now than they were 35 years ago?"—No, they are not as high.

9383. "Do you not know that the fact is "that the poor rates were doubly higher than "they are now?"—I recollect that from 35 to 40 years ago, about that period, the poor rate in our parish was very much higher than it is now.

9384. "Are you prepared to say that the "present rents of the following farms are not "as I say: Pantglas, 120*l.*; Brynygath, 60*l.*; "Brynmaenllwyd, 45*l.*; Bryncrwn, 35*l.*; and "20 per cent. abatement for the last year?"—I knew that there were abatements, but I did not refer to that.

Mr. *Richard Jones.*

9385. I should like to ask if you can give us any explanation why the rates were higher, say, 35 up to 50 years ago than they are at present?—After the Festiniog Poor Law Union had been formed a workhouse was built, and the Festiniog quarries were then just beginning to develop, 50 to 60 years ago. It was only a union in part then, a union for the workers and for those whose parishes could not be determined.

Chairman.

9386. This is another question by Mr. Robert Jones, estate agent to Mr. Wood: "Are you "aware that the late Meredith Roberts valued "Brynygath, when it came into Mr. Wood's "possession, at 70*l.*, and that after his death, "two years ago, Mr. Wood reduced the farm to "the widow to 60*l.*?—I know that from what I have heard Mr. Robert Jones himself say.

9387. This question is by Mr Owen Wynne: "Have not several new farmhouses been built "on Sir Watkin's property in that district of "late years?"—Yes. Re-examined, 17,441.

The witness withdrew.

Adjourned for a short time.

Mr. Edward Williams called and examined (through an Interpreter).

The Interpreter read the following evidence of the witness:—

"Evidence of Mr. Edward Williams, Uwchlaw'r Coed, Llanbedr.

"Tenant farmer, farming about 300 acres, rent 130*l.*; Mr. Ansell, landlord; about 60 acres arable land.

"1860 *or* 1861.—The first farm I went to was Cyfanedd ucha, in parish of Llanegryn, on the estate of Mr. Pugh, Cefn Camberth. The previous tenant paid 24*l.* for it. It was subsequently raised to 26*l.*, again to 30*l.*, and when I went it was raised to 32*l.* I lived there 12 years and held it for 15 years, and I find the rent was afterwards raised to 40*l.* For a long time the landlord failed to get a tenant and held it in his own occupation. While I was there I carried all the materials for repairs and buildings made by the landlord. I myself built some walls, and opened drains, &c. When I left I had no compensation. In 1872 I went to Bronllety Ifan, in parish of Celynin, belonging to the same landlord. I paid 45*l.* rent. I was there for six years, holding Cyfanedd at the same time, and for three years holding Bronllety Ivan alone. I received a notice to quit, with a view to raising my rent. I refused to pay an increased rent. My landlord wished to let the place by the acre.

"A hay shed had gone on fire before I went there. In making a new one, I received the

zinc for roofing it, but I had to pay for the labour myself. I had also a roof for a shed, but I had to pay for all the work. I received no compensation when I left. In 1878 I took Uwchlaw'r Coed. At one time, from what I understand, the rent of Uwchlawr' Coed with a mill was 63*l.* The rent of the mill and the small farm attached is now 26*l*; 22 years ago the rent was 108*l.*, and there was a sheep walk for 400 sheep. This was afterwards taken away, before John Williams became a tenant. John Williams, the tenant before me, paid 150*l.* rent. The rent I was to pay was 160*l.*, but as I received 10*l.* towards lime I considered that I was only paying 150*l.* About six or eight years ago rent reduced to 130*l.* I told my landlord I must leave unless he granted me a reduction.

"1878.—Cows (two and a half years old) sold for 14*l.*, now the same sell for 5*l.* to 6*l.*

"A hay shed was made yonder. I received 50*l.* towards it and the timber to roof it. I paid for everything else. Probably it would be worth 40*l.*

"*Game.*—Mr. Pope takes the game over my land. I suffer considerable annoyance from his keepers going through my cornfields, &c. The trespass I have suffered is very great. They have been constantly over my land and the damage caused is of a very serious character. I propose to bring an action to recover for damage."

Chairman.

9388. Who is your landlord?—Mr. Ansell.

9389. Then why does Mr. Pope trespass on your land in pursuit of game?—Because Mr. Ansell lets the game to Mr. Pope.

9390. And this you consider a hardship?—Yes, the greatest hardship and the greatest oppression in the country.

9391. Is game preserved very highly on your farm?—Yes, pheasants are reared on my farm, and they have been trespassing during the last 15 years.

9392. And doing any damage?—I believe that last year the damage was from 12 to 20 bags of corn.

9393. Where does Mr. Pope live?—Mr. Pope lives near me, on the boundary.

9394. Is he a Welshman?—Mr. Pope is not a Welshman.

9395. But he lives in the country?—Yes. He is in London sometimes, and goes to the country sometimes. The pheasants are constantly with my corn, from the time I put it in the ground until I get it into the barn.

9396. You would not consider it as great a hardship if your landlord sported over the land as if it was let to a sporting tenant?—I would far prefer that Mr. Ansell should go over my land, because I feel certain that he would not do so much harm to me. I think Mr. Ansell would not care to damage me so much, because he would be anxious that I should pay him my rent, but Mr. Pope does not care a rap whether I can pay my rent, provided that he is able to get his game on my land.

Lord *Kenyon.*

9397. Can you tell me how many pheasants Mr. Pope has shot on your farm?—I really cannot say exactly, but he is coming on to shoot with half-a-dozen other gentlemen, and perhaps with two or three dozen dogs.

9398. The pheasants, I take it, are tame pheasants, home reared?—Yes, they are rather tame.

9399. But I mean are they reared by a keeper by hand—are they home reared?—They are reared on my land, but I really cannot say, I cannot prove, but I think that the keepers send them on to my land in order that they may be reared.

9400. I want to know whether they are reared in confinement?—Those pheasants that are reared on my land nest on my land.

9401. They are what we commonly call wild pheasants as distinguished from tame pheasants?—Yes, wild pheasants, but Mr. Pope claims them, and he claims them just as I claim my cows on my land.

9402. Mr. Pope, I take it, pays a rent to Mr. Ansell in order to shoot them?—I understand, I am not able to prove it, that he pays 160*l.* for the part of the estate yonder.

9403. You say here: "I propose to bring an "action to recover for damage"?—I intend sending in a bill to him, but with regard to going to law, Mr. Pope is a lawyer and I am not, and I should like to ask a question of these gentlemen, how many years can I charge him for game in the bill which I am going to send him.

9404. I should advise you to charge him nothing that you cannot prove?—I say that I can prove it, and I say that I can bring my servants to say that what I am saying is correct.

9405. That lies between Mr. Pope and you, and of course we cannot go further into that. Now there is another thing I do not quite understand. The farm you have got now is the Uwchlaw'r Coed?—Yes, Uwchlaw'r Coed.

9406. You say the rent of the mill and the small farm attached is now 26*l.*?—So I have heard, but I am not able to prove it.

9407. But you say now?—Yes, I say so now. I say that I heard a man, when I took Uwch law y coed, saying so.

9408. You say 26*l.* is the rent now?—This man said that Uwchlaw'r Coed was 63*l.*, including the mill.

9409. But now you say it is 26*l.*, and a little lower down you say it is 150*l.*?—So it was told me—that the rent of the mill and the small farm attached to it is now 26*l.* The rent of Uwchlaw y Coed without the mill and small farm when I took it was 160*l.*, but I was allowed 10*l.* towards lime. Neither the mill nor the small farm was ever in my possession.

9410. Is that the farm you hold?—No, I have nothing to do with it.

Mr. *Brynmor Jones.*

9411. I should like to make this a little more clear, if I can, In 1878 I understand you took a farm Uwchlaw'r y coed?—Yes.

Mr. *Brynmor Jones*—continued.

9412. Did that taking include not only the farmhouse and the farm, but also a mill with a small farm attached?—Oh no; it is about 50 years since these two were consolidated, I should say.

9413. It is 50 years ago that the mill, with the small farm attached, and the farm called Uwchlaw'r y Coed were attached together—consolidated into one?—Yes.

9414. What was the rent then, as far as you understand, of the whole consolidated taking, 50 years ago?—I cannot say, but I have receipts in my pocket.

9415. Lord Kenyon and I would like to look at the receipts, because we do not quite follow it. [*The receipts were handed in.*] The noble Chairman says that he does not understand that you make much point about the amount of rent. Is that so?—Yes, I say that the rent is far too high to correspond with the market. I had taken Uwchlaw'r y Coed for 150*l.*, and if the prices of cattle and other prices were simply to increase to the same extent as they were at the time when I took the farm, I should much prefer paying 150*l.* for it, than 80*l.* for it as it is now.

9416. Was the mill, and is the mill and the small farm attached to the mill called Caepenrallt?—I do not know about that.

9417. In the receipt that you put in, of January 5th, 1793, a year's rent for both these takings is specified at 50*l.* 5*s.*?—I had them from a man who was brought up there.

9418. That is just 100 years ago?—Yes, I should think so, judging from the receipts.

9419. And in a receipt of the year 1751, 40*l.* is mentioned as the rent for Uwchlaw'r y Coed, and 1*l.* 10*s.* is mentioned as the rent for Capenrallt. These are the oldest receipts that we have yet had placed before the Commission. We have a receipt for 40*l.* in 1751, and a receipt for 50*l.* in 1793, and a receipt in 1851. Then in 1851 the rent for Uwchlaw'r y Coed for one year is 116*l.* 10*s.*?—Yes.

9420. Then when you first went, which farm was yours of these two; and did you take both or did you take one?—Only Uwchlaw'r y Coed.

9421. Did that include the mill?—I never took them together, but when they were consolidated they were together. Up to about the year 1868 there was sheep walk for 400 sheep. At that time the mountain was walled up, and the sheep walk added to the Cors-y-gedol walk.

9422. But when you took this farm, Uwchlaw'r y coed, in 1878, the mill was not consolidated with it?—No.

9423. What rent did you pay then?—It is 160*l.*, according to the agreement; but then I had lime to the value of 10*l.*, so I considered that I was only paying 150*l.*

9424. Then what is your point about the rent here?—My point is this. The rents were raised 15, 20, and 25 years ago, to correspond with the prices obtained in the market, and my point now is, that I should have a fair rent to correspond to the market prices now.

9425. What do you suggest as the remedy then?—I should suggest a Land Court, so that the landlords and the tenants should have fair play. If some farms are let too low I should like landlords to have their proper value; and if some of the farms are let too high I should like the tenants to have them at their proper value.

Mr. *Brynmor Jones*—continued.

9426. Have you had no compensation at all for the damage done in pursuit of game?—No, not a halfpenny.

9427. What is the amount of your claim?—I cannot say. I do not know how much I lost.

9428. But if you bring an action, as you suggest, you will have to say something or other in the particulars?—I do not say I will go to law about it, but that I will send in a bill.

9429. How much will you send in?—Well, I do not know; about 6*l.* this year, and about 4*l.* last year, I should think.

Mr. *Griffiths.*

9430. You say you do not receive any money from Mr. Pope. I suppose he leaves you a chance hare or rabbit, and a pheasant now and again?—Not one; my teeth are perfectly clean of any of them.

9431. That cannot be very fair. I suppose you take a good deal of trouble to keep the nests?—No; I do not go to that trouble, but I do not think it is fair. I certainly believe that.

9432. Do the pheasants come down as far as the haggard when the corn comes in?—They are at it from the time I sow the corn until I get it to the barn.

9433. Do you make a mistake sometimes and kill a chance pheasant instead of a fowl?—No, I do not. If I were a keeper I might do it.

Mr. *Richard Jones.*

9434. Did you ever threaten Mr. Pope with a long pole?—Yes; that is, I mean his keeper.

9435. Are you troubled with sparrows?—Yes, there are several birds yonder besides Mr. Pope's birds.

9436. Are there a lot of hawks?—No, not many; we see one hovering above in the air when it is likely to rain, so they say.

9437. Do the keepers kill the hawks?—I believe they try to kill them.

9438. What is the consequence?—Indeed I do not know what is the consequence.

9439. Did your farm pay last year?—No, not nearly.

9440. Did it pay the year before?—No, not lately.

9441. How long will you cling to your farm if this continues?—Until the market is better, for fear I might lose hundreds of pounds by selling my stock now.

9442. Then you live in hopes of better times?—Yes, indeed, and I hope it will come very soon.

Chairman.

9443. There is a question put in by Mr. Vincent: "It is only your present farm, not the "first you mentioned, that belongs to Mr. "Ansell"?—Yes.

9444. "Do you know that, at any rate, in "respect of pheasants reared, you have a right

Chairman—continued.

"of action against Mr. S. Pope, Q.C." ?—Some persons have been telling me so, as I was going to send him a bill in order that I might get a claim.

9445. "Has Mr. Ansell affected either the "whole or part of improvements for you with-"out charging any interest" ?—He has not made any improvements since I have been yonder, but he did build a hay-house, and I was allowed 50*l.* towards that.

Chairman—continued.

9446. "Was your rent 160*l.* when you entered "from another farm belonging to another "owner" ?—Yes.

9447. "And is your rent now 130*l.*" ?—Yes, it is.

9448. Then this question is put in by Mr. Chas. Williams: "Have you not taken another "farm within the last five years, and at present "hold the two farms" ?—Yes; that is, I and the children.

The witness withdrew.

Mr. William Robert Maurice Wynne called and examined.

Chairman.

9449. You live at Peniarth, Towyn, and your property is mostly situate in Merionethshire ?—Yes, my lord.

9450. What district do you wish to give evidence as to ?—I should like to give evidence for the districts of Llanegryn, Towyn, Llangelynin, Llanfihangel, and Mallwyd.

9451. Your estate comprises about what acreage ?—About 9,213 acres roughly speaking; it includes a lot of sheep walks.

9452. Have you anything to say about the manors ?—The manor of Talybont is in Llanegryn parish only, and Mallwyd is in the manor of Mawddwy.

9453. You have no courts held in connexion with the manor ?—We have no courts in Talybont. There is a court held in the manor of Mawddwy.

9454. There is no rule about land being held in fee simple or anything of that kind ?—I can lay down no rule, but I should like to give the answers which I have put down. It is obvious that the owners of unencumbered estates can deal with tenants better than the owners of encumbered estates, to their mutual advantage. There are no copyholds.

9455-6. Are there any enclosures?—There have been two enclosures in Towyn parish early in the century. My opinion is that these are certainly beneficial. They have given room to improve the land, and they have avoided disturbance between the tenants of unenclosed properties. There is no enclosure in Llanegryn parish, but there is one in Llangelynin.

9457. And there are no recreation grounds or allotments for the use of the labouring poor ?—No, not under the Acts, that I am aware of.

9458. Nor squatters' cottages ?—No, nor squatters' cottages. You have asked whether unenclosed lands are adaptable for cultivation. My answer to that is that the chief part of the whole unenclosed land is not adaptable for profitable cultivation in the sense of arable land, as it is too high, and swept by the sea winds. It is of use for cattle and sheep pasturage. The rights of pasturage are vested in the owner, and allotted to the different farms, and included in the rents. They are part and parcel of the rents. That is an answer almost to the following question also, but they are

Chairman—continued.

included in the rents of farms which enjoy them, and they are of distinct benefit. If there were no sheep walks, the farms would not command half the rent. One of the most usual questions that we have asked is, when a tenant applies for a farm, "what "sheep walk is there" ?—As to No. 24, I think you can lay down no absolute rule, but the resident owners of the consolidated estate, I think, can obviously attend better to them than an absentee owner.

9459. You can speak both languages ?—I can speak both languages. I do not mean to say I can speak Welsh perfectly fluently, but I can speak Welsh fluently enough to carry on conversation with my tenants, and I can converse with them. I think that the farmers have no difficulty in dealing with English dealers, owing to their language. With their politics and their religion I do not interfere at all. The majority of the tenants are Nonconformists. In Merionethshire there are about 46 Nonconformists, and 16 are Churchmen, I believe, so far as I know, besides the cottagers. Then there is a question asking as to the agents, and whether they were trained for it. My own agent was brought up to agriculture. He is not a professional land agent, but I think most of the agents in the county have had a special training, and I can name a certain number of them, one or two of whom I believe have been before you to-day.

9460. What is the usual date of entry in your district ?—That is the 25th of March.

9461. And of course the farms are let from year to year ?—Yes, there is a year to year tenancy. Then as to the demand for leases, I have never been asked for one, but to a tenant with capital I should grant one in a moment, if he was a good tenant. Now 32 is important. "Have the changes in tenancy be-"come more or less frequent than in former "years. If more frequent, to what causes are "they attributable." I say that they have not become more frequent—not at all. Whenever they do occur they are generally owing to death, and in most cases a member of the same family will take the farm, and there are changes sometimes, and in some cases they are caused by removal from small to large farms. I think

Chairman—continued.

that is the right answer to give. You ask whether any cases of hardship have arisen, and I say none to my knowledge. In resuming the occupation of a field or plot out of a holding for the sake of planting, building, or for other purposes, different owners generally serve their tenants with proper notices. The agreement, which I will hand in if you wish to have it, provides for that.

Lord *Kenyon.*

9462. We have got one copy of it. It was handed in by your brother?—It provides for that, and states specifically that compensation is to be made. We cannot divide it by the same agreement. Fair notice is given to tenants to plant. As to mines, I hardly have any. Then, "if damage is done to the land in timber cutting, is the tenant compensated." Certainly; the landlord is bound to do that by the agreement. I have just compensated a tenant for having a small wood cut down on his farm. "If any "mining, brickfields, quarries, or other industrial "operations have been commenced on land in "your occupation, has the rent been re-adjusted "or compensation granted in consequence." There are scarcely any. What few there were are extinct now, but compensation has been and would be granted, and the agreement under which the tenant holds would provide for that. Then you have a copy of the agreement, which shows the conditions of tenancy. You ask if the clauses are considered oppressive. I believe that none of them are oppressive; I never had any objection taken to them, or heard that they have any effect on the cultivation of the farm. Please do not think I am saying too much, but I think it is fair to put in the ordinary agreement of this part of Wales. "Are penalising clauses common, and are they often enforced." That is important, I venture to submit. The clauses are in for the protection of farms, but I never heard of their being enforced. If they were not put put in in cases of yearly tenancy the farm might be ruined. All the restrictive clauses coincide with the local custom. That is my opinion, and, if you wish for an explanation, I could give you an explanation of why I think so. If you did not have a penalising clause the outgoing tenant, who might be a very bad one, might plough up all your grass land, and he might cart off all the straw, and leave no manure for the incoming tenant, and might do a great deal of harm to the farm. I believe in all the parts of the country for which I speak the clauses are put into the agreements, but are never enforced; and many of the clauses in these agreements are never enforced with a good tenant, and we never hear much about them; but they are put in for the protection of the property, and good tenants never hear of them. Then you ask, "Are tenants usually "given a copy of the agreement or lease, or, if "Welsh speaking, are their contents explained "to them." The contents are explained, and

Lord *Kenyon*—continued.

the copy is given to them, and, if they are Welsh-speaking tenants, they take it home with them, and thoroughly understand it before they sign it. I find that in new applications I have for a farm, the would-be tenant always asks for the agreement, and takes it home and consults his people, and thoroughly goes into it before he signs it.

Chairman.

9463–4. Do you fix the rent at so much on the whole farm, or do you put it at so much per acre?—It is fixed at a gross sum; we say the whole farm is worth so much, without giving it field for field, or per acre.

9465. "Is there any uniformity in the rents "of land of similar qualities on the same or "neighbouring estates"?—I cannot answer for the neighbouring estates, but on my own estate, if that is worth anything, the land of similar quality has much the same value.

9466. But then we have been told that on the small farms the rent is higher?—Yes, you see the reason. The small farms are generally better land; the larger farms have what we call a lot of "fridd" land partially enclosed or entirely enclosed with a wall, or a fence of some sort, which of course diminishes the rent and the value of the farm, if taken per acre, but the "fridd" is a great advantage.

Sir *John Llewelyn.*

9467. And proportionately the buildings are of much more value?—Of much more value on a small farm, and are more costly to keep up. I have a great many small farms as well as big ones, and I find that the keeping up of the buildings costs me a great deal.

Chairman.

9468. What about the mountains in your parish?—The mountains in my parish are not common *qua* common as I have stated. They are all held with allotted parts of them given to each farm as sheep-walk; they are not common to everyone to turn out so many cattle or so many sheep upon. We do not number them, but we have got boundaries for all the sheep-walks, and the sheep are kept to their allotted pieces.

9469. In fact there is no common then?—There is no common as common would be understood in England.

9470. Then as to the services other than the payment of rent?—I have answered this. The tenants cart some coal for the use of the mansion. I will explain this. It is all put into their agreements before they take a farm as to how much coal they are to carry, according to the size of their farms, and in fixing the rent I always consider that they do this service. We always consider that it is part of the services

Chairman—continued.

done by them, and I never heard any grumbling about it, and we always consult their convenience as to the days that they can cart, and so on. There is a clause in the agreement that they should keep a dog, but I do not think I have had a dog at any of my farms for years. It is all mentioned in the agreement, and it is taken into account in assessing the rent. The rent is generally fixed by private treaty in case of change of tenancy. I have had a few farms valued.

9471. Are farms let to the highest bidder?—I never heard of such a thing. I never had a bid offered to me for a farm in my life, and my answer, which you have, I believe, is quite correct; but no bids are ever offered, nor would they be considered. I would not listen to a fellow who offered me a bid for a farm against another man. Such a system would not be good at all; you might have a man bid against his neighbour, and you might get a bad tenant by such a system. We would not listen to such a thing for a moment. As to whether it results in fair rents being fixed or in the acceptance of tenants with sufficient capital, as I have just said, I would not listen to a bid for a farm, and besides it would not at all ensure your getting the best tenant. A man might bid you a high rent for the purpose of getting a farm which he had some fancy for, and he might not be the best man at all. "Is arbitration ever resorted "to as a means of settling or readjusting the "rent?" I have already said that sometimes we have a valuation in the case of a new tenancy, and that in one case one of my large farmers, who is dead now, was asked to value a small bit of land on two farms between two men, but generally we have had no trouble about re-adjusting the rent.

9472. That is as to raising the rent?—I may say that I have got my old returns with me, and the rents have not been generally raised for 50 years. I have got the valuation of the estate made in 1842, when it once was offered for sale, and the rents of many farms are cheaper now than they were then, and it has never been re-valued since. As I will explain further on, a few farms have been raised for drainage, but the outlay is enormously in excess of any sort of percentage that I get for it. I have got many farms that are at the same rent now as they were in 1830.

9473. Then the temporary reductions?—I have reduced about 200*l.* I have got the tables here, which I can hand in now if you care to have them. I have reduced permanently about 200*l.* a year out of about 4,600*l.*, or something of that sort, and the particulars of the temporary abatements are all attached to a table which, with your permission, I will submit to you.

9474. Are the abatements general?—Not over all the farms, but on certain farms.

Chairman—continued.

9475. What permanent reductions have been made?—200*l.* per annum would be about the permanent reductions which have been made on the estate since 1880, and there have been temporary reductions of 15 per cent., as to which I have a table to show you here in the past eight or ten years to meet the depression—the bad times. Then you ask: "When rents are raised or reduced, does "the change depend on a re-valuation? If so, "by whom conducted, and at what intervals "is it usual? If not, does the change depend "on fluctuations in prices?" There is no valuation. It is occasionally made in the case of a change of tenancy and none of the same family succeeding. If the same family succeed there very seldom is any alteration. On one of my large farms the same family succeeded: the son succeeded his father the other day, and he is permanently reduced 12½ per cent. in spite of new buildings, new houses, new everything, and the whole drainage thrown in for nothing. The chief fluctuations in prices are, that wool and corn were much lower, and now, of course, stock and corn is much lower, but butter, poultry, and eggs are all much dearer. The labourers' wages are much higher, as you have heard.

9476. Then when do you ask them to pay their rent?—Well, I want it about three to four months after it is due, but virtually now there is a lot overdue.

9477. Do you approve of the preferential claim for rent?—I approve it in this way, my Lord, that if the landlord has no preferential claim for rent—if he could not be sure to get his rent before other claimants—he would probably demand it the moment it was due. He probably would give his tenant no grace at all, and you must look upon your land as a certain amount of capital invested in trade, in my opinion, and if you could not get the security for this capital, and the first security before the tenant goes round to a whole lot of shopkeepers, whoever they may be—I think if you do not have a preferential claim (of course this a political question entirely) the landlord probably would at once say to the tenant the moment the rent became due "I must have that rent down at once." That is my reason for saying so, and all the creditors are well aware that the landowner has a prior claim for the rent. I do not think that it is any hardship to the farmer to feel that he first of all has to pay for the land upon which he hopes to make his living. That is really a matter of opinion quite open to argument, but that is my opinion and my reasons for it.

9478. As to other charges on land?—Well, in all my new agreements the tithes are merged in the rent—of course since the new Tithe Act. In the old ones the tenant still pays. The land tax is paid by the tenant and all the local

Chairman—continued.

rates. I believe that is put in everywhere. Of course the owner pays the Income Tax. I heard in some evidence here this morning that an owner refused to pay Income Tax. I do not see how he can. It is recoverable by law.

9479. The local rates have increased?—Yes, the local rates have increased. More is required for sanitary purposes, and in some parishes for school board purposes, and they have increased no doubt.

9479*a*. "What is the average size of farms in your district?"—They vary so much that I could give you no answer to that question.

9479*b*. "Have holdings been consolidated?"—Not in my time. Within the past 100 years no doubt they have been consolidated, a good many small holdings have been merged into larger ones, and in the neighbourhood about me there are a great number of small holdings still. I do not think I have ever consolidated one.

9480. You have no sub-letting?—Oh no, we have no sub-letting. I never was asked to sub-let. As to the relative effects of small and large holdings on their owners, the only answer that I could give is that the large farmers have more chance of affording practical experiments, but I admit that many of the small farmers treat their land on the whole better than many of the large ones do. When they and their families work upon the small ones, I think that the small ones stand depression the best, as they are not very much more than labourers, and the sale of a few articles enables them to pay their way—pigs, eggs, butter, and poultry, all of which have very much increased in price of late. I am alluding now to a small farm of 20*l*. a year or so.

9481. As to their ability to provide for their families?—They provide very well for their families.

9482. There is no general scarcity of labourers?—No, I do not think there is. I do not hear any complaint about labourers; and their wages, I should say, are from 15*s*. to 18*s*. a week; or about 11*s*. to 12*s*. when they are fed. I may as well say that the fences, and so on, are not as well attended to, although they cost us with the drains, and so on, an immense amount to put into order.

9483. There is no land going out of cultivation, or being insufficiently cultivated in your district, and no waste land has been reclaimed by tenants in your district?—None at all; none whatever within living memory so far as I know. That has all been done by us. Then as to draining marshy land. This is a very large question. It has all been done by the owner, and very little, comparatively speaking, improved afterwards, I am sorry to say, by the tenants. Embanking the rivers has been done entirely by us, under a commission—under an Act of Parliament—the Drainage Acts, at enormous cost, which does not pay at all; it is a dead loss in money, but still we have to keep it going.

Chairman—continued.

9484. Arable land?—There has been certainly a good deal more arable land laid down than pasture, and the tenants provide the seeds. There has been a good deal of it, no doubt. I would submit that it saves a large bill for labourers and horses, and so on, if it is in grass. If the tenant lays down the land in grass, he provides the seeds. I never was asked to supply it; if I were asked I would supply it to a good tenant.

9485. There is no fallowing?—There is no fallowing done virtually.

9486. And the landlords make nearly all the improvements?—Yes, almost entirely. I do not say that some of the tenants do not make some, or help in making some, but they are comparatively few. The tenants have lime frequently. The gates and posts are provided by the owners. The tenants pay a slight sum for the gates. The landlord pays for drainage, buildings, protection from river encroachments. As to the rest of the question it has been already answered. In building and repairs we have spent from 1872 to 1891, 10,258*l*., and we have spent for drainage and protection from the river 11,518*l*., making 21,776*l*., and before that, looking over the accounts so far as I can of my father's time, there was at least 5,000*l*. spent besides that in drains, and for that I am sure I do not get 1 per cent.

Mr. *Seebohm.*

9487. On the whole 21,000*l*.?—On the whole 21,000*l*. The buildings are never charged anything for, except, I will admit, as to one building; a shed was built for a man, and I think the increased rent was 2*l*. 10*s*. 0*d*. or 2*l*. 7*s*. 6*d*., for a cattle shed; beyond that I do not charge a farthing for building. The tenants haul to them, but we do not charge them a farthing. The landlord does all improvements. I think I have told you that; but if a tenant leaves, as one tenant did, who hauled a lot of stone to build a wall round his fields and the park at home, as it is sometimes called, he was recouped when he left, and we shall certainly recoup anybody who left before he had had the advantage of the thing. 2*l*. 12*s*. 6*d*. is the amount of interest that was charged for that small building, I see. With regard to compensation, that is in the agreement that you have before you, but that, I believe, is in every way quite as fair as the Agricultural Holdings Act.

Chairman.

9488. You say the agreement provides for compensation, and that you consider it more liberal than the Agricultural Holdings Act?—Yes.

9489. Then do you contract out of the Agricultural Holdings Act?—We contract out of Section 33, because I think myself, and most

Chairman—continued.

of the new tenants that I have taken on lately, that it is better, certainly in these depressed times, for a man not to be tied up in a farm for two years, but to have a short notice of six months. If he is getting into difficulties it is better to change your tenant than to tie him there for two years. That is my opinion and I give it.

9490. You do not contract out of the custom of the country?—No, not at all. I believe all our agreements comply with the custom of the country.

9491. You say that the farmers do not apply for written consent for specific improvements?—I have never been asked. I would give it in a minute if I was asked for it, but I have never been asked.

9492. Then we will look at the agreement?—That is before you. That gives compensation, and the usual compensation as the custom of the country, as to the allowance to outgoing tenants and in respect of growing crops. That is our usual custom in this part of the country, and we adhere to it and it is in the agreement.

9493. Then the manure has to be left, and the hay and straw?—Yes, because if it was all sold off he would be put in a very bad position. The incoming tenant would have no manure to put on his land when he came into occupation, and he would have no hay to feed his beasts. If he took occupation in the spring of the year he would have nothing to feed his beasts on the farm. I think that is usual in England as well as Wales.

9494. If there is no agreement as to permanent improvements the incoming tenant would probably take to them?—Yes, if they are permanent improvements.

9495. Then as to the liabilities of the tenant?—They are part and parcel of the agreement, and are thoroughly well known to the incoming and outgoing men.

9496. And you do not know of any outgoing tenant who has failed to obtain compensation?—No, none of mine who have ever done anything, and have ever asked for compensation, have been refused it.

9497. "Is there any right recognised as "belonging to tenants to dispose of their "interests in their holdings to any solvent "tenant to whom the landlord shall not have "any reasonable objection"?—No, we acknowledge no right, and I never heard of it at all. That is the question of free sale, and I think it would be a very prejudicial thing, because if a man goes into a farm with a lump sum hanging round his neck that he has paid for free sale, as I understand free sale, it is a bad thing, and if a farm is worth a sum of money under a free sale, it would be worth so much more to the owner, but I think it would be a sort of log round a man's neck. It surely must be if he is possessed of the money and can do without borrowing the money or not, still that it is so much more capital into that farm than he would require to work the farm. That is my answer

Chairman—continued.

to that. But it is not recognised, and we never heard of it at home, It has never come to my knowledge since I have been there.

9498. What is the custom as to the sale of the sheep. He is obliged to buy them?—Yes, he is obliged to by the custom of the country, and it is in our agreements.

9499. That is the custom of the country?—Yes, and he is obliged to, and where he is not obliged to, no landlord in my position would let his farm to a tenant who would not take over the stock of sheep, because you cannot establish a flock of sheep upon a farm in a moment. It would be ruin to a farm if he did not take over the flock of sheep.

9500. Then you never hear anything about the procedure under the Agricultural Holdings Act?—No, I have never heard anything about it. Nobody ever troubles about it.

9501. Now about game?—I think I can tell you something about the game. The principal part of my tenants do make use of the Ground Game Act. One of my largest tenants has had his son all through the summer trapping and snaring rabbits, and selling them to a large firm of game dealers in Manchester. There are virtually no hares now on the whole of my property. We killed about 60 last year. I have got the whole tables, which I have made out, and on about 4,491 acres of enclosed land which I have got, I have taken six years for example (I do not know whether you think that is enough), there have been killed 14,334 during the whole of that time. I think I am a little bit wrong in my calculation, but I calculated it that there are not three rabbits to the acre. I am not quite sure that I have given you the figures exactly, but there are not three rabbits per acre to the enclosed land during the six years, that is about three acres to a rabbit.

See 95
16,084
16,166.

Sir *John Llewelyn.*

9502. Per acre per annum, do you mean?—Yes. I make out that there are not. I have got the whole table here.

Lord *Kenyon.*

9503. Was that the average of six years?—The average of six years. In the past six years there have been shot 678 rabbits; there have been trapped 3,571 couples, which we doubled. I will work it out for you again in a minute. I am not quite sure that my figures are right. I was calculating it while listening to the evidence. I think there are about three rabbits, but of course in some places there are more rabbits than others. But the farmers do kill them. I compensated my largest farmer for the damage done; he is an Englishman. Almost all the others shoot and snare. There are hardly any partridges. There are no hares to speak of. We have killed about 60 hares, as I told you, last year. There is not much damage done by game to the crops, and if the pheasants do any mischief—I heard a great deal about pheasants—when the harvest is late we compensate them for the pheasants.

Chairman.

9504. The tenants are not expected to beat?—Not at all.

9505. You have not sufficient game to do any damage?—If there is any damage done we pay for it, and they have the remedy in their own hands of killing the rabbits, which they do. As to the relation between landlord and tenant, if they come to complain to me I send the men to kill rabbits directly. As to the labourers, I do not think it affects the labourers at all. Our labourers do not generally interfere with the game, and the public generally never interfere with it. If there were no rabbits, they would probably get less to eat. As to petty sessional work with us magistrates, we very seldom have a game case or a fight about poaching. With regard to the law of trespass, so far as I know it is satisfactory, but the law of trespass applies to England as well as to Wales; it has nothing to do with Wales specially. There is no game on Crown lands. There is no attention paid to fruit culture. I at home and some of my neighbours in this part of the country have established garden shows which we keep up; I do this entirely at my own expense, and I think it has improved the cottage gardening. As to forestry, there is no attention whatever paid to it in this country. Poultry farming has very greatly increased, especially the other side of the river from here. There is a very large trade done in poultry, and so on for the use of Barmouth. In bee-keeping there is very little done. I think they could generally improve their position with eggs, poultry, and butter. My largest tenant deals very largely in poultry, and I believe he does very well with it. There have been occasional dairy classes held and instruction given under the auspices of the Welsh colleges, at Aberystwith and Bangor, and I think great interest has been taken in them. Unfortunately, and I think it is a great pity, they make no cheese here that is worth market price, and there have been no field experiments, and in agricultural subjects there has been nothing else done.

9506. Of course rates are high?—Railway rates are high; I have no doubt about that, but still I maintain that we are much better off than when we had no railways. Surely it must be much better to put goods into the train than to have to cart them about the country.

9507. There is no co-operation and combination between the landlord and tenant?—Not as I understand co-operation between employers and employed.

9508. Is there co-operation among farmers?—No, not that I know of; certainly not for butter factories, nor for selling produce. As to 141, the farmers always help one another at threshing, and they do sheep shearing, but they do not help one another in harvesting in my parish.

9509. They do not insure?—They never insure their buildings. We have to insure all the buildings. I cannot tell whether they insure their crops, but I know that I have had to build up a large building for a farmer, who burnt it down through putting wet hay into it. There certainly is no combination among the landlords to accept tenants of any certain district; no combination of that kind; and it is very difficult for the owners to say whether there is combination among the farmers or labourers to fix wages. I do not think you could call it combination, but I believe there was something of the kind of a combination among the labourers in Anglesey; I remember hearing something about it a few ago, but it is a county I have nothing to do with, so that I could give you very little information on the subject. I believe many of the labourers belong to clubs. There are several clubs down in my neighbourhood at Towyn. The life insurance I cannot answer as to, nor, of course, as to savings banks.

Chairman—continued.

9510. There are several peasant proprietors?—Yes, there are a good many peasant proprietors; not so many about us, but there are some of them, and one in our parish has a very long line of ownership, and is one of the oldest freeholders in the district. I do not think their number has decreased, not to a sensible degree, and it is probably on account of their having mortgages on their property, and perhaps also from hearing that there is a general depreciation in the value of land. One freeholder offered to me to buy his farm in the spring of the year, which he bought some 50 years ago himself, and I did buy it, but their number, as I told you before, has not decreased. One of my tenants is owner of 6,000*l.* worth of property which he bought from the adjoining owner in 1886. He is a tenant farmer himself now, and has bought this property and lives in my farm, although he has got this land of his own; so I suppose that he thought it was a remunerative purchase. This man I am thinking of now bought in 1876. I happen to have got his contract for sale here, because I was a trustee of the estate after this part was sold. It was about that date.

See 9596.

9511. What is the present conditions of freeholders?—Well, I think that the small freeholders are not so well off as the neighbouring tenants, because they have got all their buildings and everything to keep in repair, and I think in a great many cases, but this is only a matter of opinion, they are mortgaged. As one man said at Bala the other day, who had bought a property and sold it to Sir Watkin, he had found out it was better to sell, because he had a mortgage on it; and I think a great number of them have mortgages, and that probably the tenant who has everything done by his landlord for him is in the best position; but I tell you respectfully that it is only a matter of opinion, that it is a matter of argument.

9512. We can take it that they only work on small farms?—The actual farmer on large farms does not work himself, and the women, the wives, never work in this country out of doors.

Chairman—continued.

9513. What about the provision to children on marriage?—I think in all cases they are able to give the children something.

9514. Do you think rents could be maintained if wages were paid in respect of children labour?—My answer to that is, that rents are equally paid by farmers who have no children, or else very young ones, who could get no benefit at all by children's labour. That is my opinion upon that.

9515. Then, as to the proportion of farm labour which is hired, as compared with that rendered by members of the household?—I think that must depend upon the members of the household. If a man has a lot of grown-up sons they can help him on the farm.

9516. Then you agree that most of the unmarried men are lodged upon the farm premises?—Yes, and most of the married men have cottages, and all get gardens to them, as is reported upon by your secretary in his report as to the state of the Union. As to those who live on their employers' finding or their own finding, that varies; most of the unmarried men live in the houses.

9517. What is the amount of the labourer's cash wages?—I should say if he has no food, they are about 15*s.* to 17*s.* a week; that is about what we pay; and if he has food, so far as I can make out from the farmers about me, they get from 10*s.* to 12*s.*, if they are fed by the farmers.

9518. And you think it has risen a third in the last 25 years?—Yes; in the last 50 years you mean.

9519. In the last 50 years?—Yes, I should think it has, because I remember labourers when I was a boy—well, 50 is longer than I can remember; but getting on for 40 years ago, when their wages would be about 8*s.*, and now it is represented by 12*s.* Yes, I should think it has risen.

9520. Are they fair wages do you think?—I think they are fair wages for the labourers, because food for the labourers was never so cheap at any time before as it is now.

9521. Sleeping accommodation is better?—Certainly very much better. We are continually making it very very much better.

9522. And cottage accommodation too?—I have spent an immense lot on that. That is greatly improved. We have no cottages hardly without two or three bedrooms in them. We never build one now without.

9523. Then you say "many farms have cottages on them"?—Yes, a great many of them have, but I have one large farm with an excellent cottage on it, and the people will not take it and live in it. The labourers will not take it because it is away from the gossip of the village; they like to get into the villages.

9524. It is the isolation that they object to?—Yes, it is isolated. It is only a quarter of a mile from the farmhouse; it is a capital good cottage, with water and everything, and yet the labourers on that farm will not take it; the farmer always tells me himself that it is because they want to go to the village, where they can gossip. That is the reason that the man himself gives me.

9525. Then you say the men's condition has improved?—Yes.

9526. Then you say, "cottages have gardens "in nearly every case. There are no allotments, "but very many small holdings exist"?—Almost all my cottages have gardens. There are no allotments, but there are a great many small holdings in the neighbourhood, and I am going to try now to see if it cannot be extended. I have had one application from a cottager; he is my woodman in the village; he would like to have cow land, and I am going to try to encourage something in that direction. But, of course, to take land for allotments very often may turn a farmer out of his farm. There is the difficulty about that. It means turning somebody out of his farm or some portion of his farm possibly, which will be sure to be said to be the best fields on the land if you take it from him. That is the difficulty. But I quite agree that they should have gardens, all of them; and, if possible, I think a bit of cow ground is very excellent for the cottager. I do not agree with what somebody said at Bala, that there was no good in giving the cottagers cow ground.

9527. Are the cottages let by you or by the farmer?—They are almost all let by me. In almost every case where there has been a change of tenancy I have taken them over. I think they are much better let direct by the owner. Then we are responsible for seeing that they are tidy and kept in proper order, and that the labourers are not rack-rented or anything of that kind; because it is very hard to tell what rent may be imposed upon them if they are let by the farmer.

9528. Then I see you answer the question about the standard of comfort?—As to "house accommodation," if that means as to the tenant's house accommodation, I can only refer to the money we have spent in trying to improve them. In a good number of instances we have got brand new houses built throughout, and I am going on every year to a very large extent putting the place in order. I am most anxious to do so. With regard to the men's diet, I should say it is very much improved. Then with regard to their opportunities for self-improvement and recreation, of course we owners get a great deal of trouble now without having much time for recreation. With regard to proprietor farmers, there are not very many proprietor farmers in our district, but there are a few. With regard to the tenant farmers, I think their condition—bar, of course, the depression in agriculture at present—their condition, as far as their farms and their buildings go, is, as I say, very fair. Their houses in our neighbourhood are generally good, as the report will show, that was made by Mr. Lleufer Thomas for the Royal Commission on Labour. Their diet is certainly

Chairman—continued.

immensely improved, and is much cheaper than it ever has been in my opinion.

9529. Then as to keeping accounts?—I do not think many keep accounts; some do.

9530. When did the present depression in trade begin?—I should have thought the worst part of it, in our neighbourhood, from 1884 to 1885; it might have gone back before that, but it has varied very much. It has not been continuous the whole time.

9531. Then, what are the principal causes of the depression?—As to the principal causes of the depression and what classes are chiefly affected by it, I would say that the reduction in the price of stock and wool and sheep, and an increase in wages and rates are the causes of it. Many of these rates, like the school board rates, are voted for by the farmers themselves. Instead of occasionally combining voluntarily to avoid a school board they will vote for one, as I know in one or two parishes I am interested in; and that always causes some amount of expense—large expense in a great many cases.

9532. You have no remedy to suggest?—Well, that is a very large question.

9533. The general relations between landlord and tenant, you say, are "very friendly in all circumstances"?—The relations are perfectly friendly between me and my tenants. I will say that. I have never had a cross word with anyone. I see them very often. I can talk, as I have already told you, both languages; and I know them all. I am always round about the farms; I can hear all their wants, and they can come and see me whenever they like, and they know it right well. We never have a grumble at all—bar the grumble about bad times; of course, I admit all that, that the times are bad for all of us; we have all a great deal to bear.

9534. Then, will you put in the amount spent for repairs?—Yes. "From 1870 to 1892, both "inclusive, there has been spent in repairs and "improvements the sum of 24,760*l.*; in buildings "and repairs, 11,981*l.*, and in drainage, 12,779*l.*" With regard to buildings and repairs, bar 2*l.* 12*s.* 6*d.*, which is a trifling item that I mentioned to you, I never charged, or my father before me, one single farthing for buildings. With regard to drainage, in addition to this 12,779*l.*, there was another 5,000*l.* spent a few years further back, and I do not think I got one per cent. upon the whole outlay for the whole thing. In addition to that, it is done under the Land Drainage Acts, and I am liable on the ordinary rate; that, now, is made to pay generally about 180*l.* to 200*l.* a year for what is called the Maintenance rate, to keep up these farms, in order to command the rents where they have been raised at all by the drainage. The details can be given. From 1857 to 1863 there has been about 1,200*l.* to 1,400*l.*, and the interest on this may be about 35*l.* Between 1863 and 1870 there has been about 5,000*l.* spent in drainage, and the total increase of rental for these last sums, 5,000*l.* and 12,779*l.*, total 17,779*l.*, is about 138*l.* to 140*l.* per annum.

Chairman—continued.

Then against that I have got to set about 2,000*l.* a year, roughly speaking, in outlay to keep the thing up, in order to command rents. You ask: "How many, and what cases have you on your "estate of families having held the same farms "for generations"? I say we have 10 to 15 families who have been a long time on the estate. One told me the other day that his family had been there about 300 years; it is only a small farm. Others from 140 down to 30 or 40 or 50 years. When there are vacancies we often have applications from members of the same family. I have got a table that is included in my replies. These are the farms which have been reduced in rental, the names of them, and the amounts. There is a spare blank sheet of returns of each year in which those reductions have been made upon the rentals, during 1885, 1886, 1887, 1888, 1889, 1892, and 1893, varying from 5 per cent. to 12½, 10, 10, 12½, 10, 10, 5, 5, and the last year 15 per cent., besides many other allowances made to individual tenants. The rental, I consider, is reduced 205*l.* or 206*l.* a year permanently since about 1878, and 165*l.* a year since 1880. Then there are tables with regard to the game, which I do not suppose you want to trouble with.

9535. You put them all in?—I should like to put them in.

Mr. *Seebohm.*

9536. With regard to rabbits, will you explain whether you meant one acre to three rabbits, or three rabbits to one acre?—At Peniarth, on enclosed land and some of the unenclosed land, from 1887 to 1892, both inclusive, there were 778 rabbits shot, and 7,142 trapped; total 7,920. The acreage is 4,491 acres, so that there were not more than two rabbits to an acre. See 9501.

Sir *John Llewelyn.*

9537. In your agreement you have some restrictive clauses, but you tell us they are not often enforced?—No, very seldom.

9538. I think I heard you put stress on the fact, as I did in Mr. Walter Jones's evidence yesterday, that they were put in rather against very bad tenants?—Just so.

9539. As a matter of fact, have you ever had occasion to put them into operation?—I have never had occasion to turn out but one tenant in my life, a man who now is in the room, for arrant bad farming, I turned him out because I could not do with him any longer, and I believe all his neighbours agreed that I had justification and that I was obliged to do it. He is the only man I have ever turned out in this country.

9540. With regard to the number of sheep that are allotted to a farm, do you restrict them?—No, we do not generally. One farmer I have got is restricted to the number that we should take over. I see the tenant in the room now. He is limited to the number that we should be responsible for. We generally consider the

Sir *John Llewelyn*—continued.

varying character of the sheep walk, it will carry two to two-and-a-half or three sheep per acre, but sometimes they try and stuff more on.

9541. Then on any of your farms do the sheep runs overlap one another, so that the sheep of one farmer would be mixed up with the sheep of another farmer over the sheep runs?—Yes, of course, the runs are all open mountain. They are not enclosed.

9542. Is that a cause of quarrelling?—No, we do not often have a fuss about it. Of course, there is occasionally a row, when the bigger farmer with the bigger flock of sheep is accused of trying to override his poorer neighbour with the weaker flock, but it very seldom comes to me to be adjusted. We very seldom have a row about it.

9543. Do your tenants come to you for adjustment of these troubles?—Oh, invariably.

9544. Because you speak Welsh?—Well, I hope so, but they invariably come to me. They are always to be seen in the office any morning.

9545. Then another of the customs on your estate, which I understand to be part of the agreement, is with regard to the tenants hauling. Is it the custom on your estate that the hauling is done by the occupier?—With regard to hauling coal for the use of the house, do you mean?

9546. No, I mean hauling materials for repairs?—Yes, it has always been the custom, and I have never heard it objected to.

9547. I understood you to say that in one instance where an occupier left his holding you compensated him for that?—Certainly. He carted stone for a wall round the farm. He occupied the farm. He being a tenant of part of the farm, carried the stones, and then when he left soon after he was compensated. That we should always do, naturally.

9548. Then you spoke of some of the arable land being laid down for pasture. Would that involve extra buildings on the part of the landlord?—No, I do not think it would very much.

9549. You say that the existing buildings would be suitable?—Generally suitable. You mean to ask whether it would involve extra cattle sheds, or something of that sort.

9550. Yes, because that has been a great deal done in some parts of the country?—Yes, if it was necessary we should try to build them, and we are going on building them, but we should not charge for them.

9551. You have not found it a large expenditure?—No, not so far beyond the general amount of building that we are doing.

9552. Then I understood you to entirely repudiate admitting any competition for rents. You would not take the highest bidder for a farm that chanced to be waiting because he was the highest bidder?—Certainly not. He might not be the best tenant at all—surely not.

9553. Thus you consider that you fix what is a fair rent and not a competition rent?—I believe so.

Sir *John Llewelyn*—continued.

9554. In your opinion, from your point of view?—In my opinion. I believe so and I will not listen to competition. I never had an offer made me of any competition at all.

9555. I think you also repudiated free sale?—Yes, I think it would be a very mischievous thing.

9556. What I understand by free sale is the sale of goodwill quite independently of any unexhausted improvements?—Yes, unexhausted improvements the outgoing man ought to be fully compensated for, but free sale, as I understand free sale, would be adding an increased rent to the property.

9557. Once admitted it never afterwards could be refused?—Probably not. I do not see how it could be, but I think it would be a very mischievous thing. Either the land is worth the rent or not, or the landlord is getting more money than the land is worth; in other words that tenants, owing to land hunger or whatever you like to call it, pay more the than true value of the land.

9558. Are you able to speak for your neighbours as well as for yourself that free sale is not a custom of the country?—I think I can speak for the surrounding properties near me. I am not authorised to speak, mind you.

9559. I did not ask you that. I only meant to ask whether you knew whether it was a custom or not?—I believe as a fact that it is not so. I believe it is not a custom at all that any price is given for goodwill, so to speak. That is the best of my belief.

9560. In regard to fixity of tenure, you say you have never been asked for leases?—Never; never once in my life, nor was my father before me in his time.

9561. I think you went further than that, and said that even if a tenant offered it you would accept it?—Certainly, it would be rather to my advantage in these days if he had capital.

9562. What is your opinion in regard to a Land Court?—Oh, I think it would be a very mischievous thing. I can give my reasons for that. I do not see that it is at all necessary. I believe if you have a Land Court you put the landowner into the mere position of a rent receiver. He is like a sort of mortgagee of the property. His direct interest in connexion with his tenants would virtually cease. He would simply be a man to receive so much money on a fixed day. He probably would do no repairs unless in some way he was bound to do them, which probably would not be the case. It would be something like Ireland, where the tenants have to do most of the repairs themselves. If that is the court the farmers are thinking of, I do not think it would be of any interest to the landlord to improve his property. His personal connexion with his tenants, which in Wales so far hitherto has been good, and kind, and friendly, would probably cease. He might turn himself into an absentee, which I think is exceedingly bad. I believe that the whole country would go very much to the

Sir *John Llewelyn*—continued.

worse than it is now, while the landowner lives on his property. I am as strong against absentee landlords as anybody could be. I think your duty, as long as you own land, is to live on your land among your people and try to help them in bad times or good times, as the case may be, and to be there and hear what they want, but I no not see what earthly good a Land Court would do. As to rents, we can agree among ourselves surely by freedom of contract and say what is a fair and reasonable rent. I think all this talk about land hunger in Wales would in no way be benefited by a Land Court. I do not want to praise myself, but, if I might hand them in, I have here two addresses that my tenants have given me on two different occasions at intervals of 10 years, in both of which they express their satisfication with the interest and the kindness that I and my father have taken in them. I believe that is the general opinion as to most of the landowners in this part of Wales now. I am pretty sure it is, and I do not see that a Land Court would do one single bit of good. That is my opinion. I do not think we should be one bit better, and, on the contrary, I think we should be a great deal worse if rents were fixed judicially. I presume the landlord would then cease to do repairs. Another important point is that if the landlord had his rent fixed judicially, he probably would demand his rent the moment it became due. He would give no grace to the tenant; the tenant would simply be to him a man who owed him so much money, like anybody else. I do not think it would be a bit of good, and there is no necessity whatever for it in Wales. I believe rents can be fixed between landlord and tenant perfectly easily. Of course we have to mind bad times when we do meet them, and, I believe, the majority of landowners have met them, and in some instances the tenants, I think, acknowledge that they have been fairly met. That, sir, is my answer to your question.

Professor *Rhŷs*.

9563. Sir John Llewelyn alluded just now to the fact that you talked Welsh to your tenants. Are most of them Welsh-speaking?—All but one; I have only two Englishman on the whole property.

9564. And you consider, I suppose, that that greatly facilitates you in your dealings with your tenants?—Oh, most certainly.

9565. With regard to cottages, do they usually pay as a matter of investment. We have heard a good deal about cottages lately?—You mean if I build them as an investment?

9566. Oh, yes?—No, not at all.

9567. You build them for the indirect use of them?—For the use of the estate. We must have them to keep the labourers on the estate, but they do not pay as an investment.

9568. That is what I wanted to get at?—Oh, no, not at all. The worst property in the world is cottage property, I think.

Professor *Rhŷs*—continued.

9569. That is what we have heard before. Then with regard to farmers' accounts. What do the farmers go by. They do not seem to keep much in the way of accounts?—Well, it is very hard to know whether a tenant does keep accounts, but I see one of my tenants in the room who, I believe, keeps as good and correct accounts as possibly any of the others do. I am now only giving you an opinion, mind. My own opinion is that they do not keep regular book accounts, if you mean that sort of accounts, but I really cannot tell you.

9570. You mean they go partly by the banker's book?—I think they go by the banker's book as much as anything, but I cannot tell you. Mind you, that is only an opinion.

9571. But, as a matter of fact, do you happen to know of any farmer on your estate or on anyone else's who keeps accounts that distinguish as between income and capital, or could keep such accounts?—Well, as a matter of fact, there is or was in the room behind me one man who always tells me that he keeps regular accounts, and the one English tenant I have quoted, who is a very intelligent man, I should think probably keeps accounts, but I should doubt as to the generality of the tenants keeping them.

9572. You mean keeping them to that extent?—To that extent—to the extent of distinguishing between yearly income and capital, if you mean that.

9573. Yes, I mean that?—I should doubt it, but of course I cannot say.

9574. I am not quite sure that I understand your remark about the fair maids of Merioneth. You said they never worked; what did you exactly mean?—Well, what I say is, that the farmers' wives do not work out of doors. Of course on the smaller farms the wife may help in the hayfield or something of that kind, or she will go and dig up potatoes, but the larger farmers' wives do not work on the farm. There is no woman labour in the ordinary sense.

Lord *Kenyon*.

9575. In the sense of manual work?—In the sense of manual work, bar that the wife would go and raise potatoes in the field and she might help on some small holding, but the wives of the large tenant farmers would not dream of such a thing.

9576. She might help in the dairy?—She would help in the dairy to make butter and that kind of thing, but she would not do outdoor labour except in quite the small holdings.

Professor *Rhŷs*.

9577. You mentioned that the colleges have been doing something in the way of encouraging dairy teaching?—Yes, Aberystwith and Bangor.

9578. Do you think there is more room for that?—Yes, I think there is great room. I think if we could get better butter in the market it would pay very well. Our butter is not half good enough for the market price it fetches

Professor *Rhŷs*—continued.

now-a-days. If we could get better butter it would be a very great assistance, and would be a source of very great profit to them; so I hope the colleges will go on with their teaching.

9579. Is there anything else that they could do besides what they are doing in connexion with dairy education?—I think they might, perhaps, include cheese making among their classes, which would be a very great help, because notoriously the cheese-making countries now-a-days are doing very well. In Cheshire, and parts of Shropshire, where they make cheese, they are doing very well. I do not see why in many parts of this county we should not be able to get some sale for the cheese made.

9580. We had yesterday some witnesses who talked about fencing, and so on. They used the term "rood." I do not know whether you can tell us what is the usual length of the rood in Wales?—I think it is eight yards.

Mr. *Seebohm.*

5981. You know the properties all round about here. Are you in a position to say distinctly that there is nothing here like the custom there is in Ireland, of the tenants making their own houses and doing all the improvements?—Certainly not. I never heard of it. The owner does everything.

9582. Would you think that if that could be proved of Wales it would go a long way towards proving the necessity for free sale and a Land Court?—If it could be proved that the tenants did it?

9583. Yes?—Oh, it might be a strong argument clearly then in favour of something of the kind, because the tenant would expect protection for anything that he had done; but I say, if I understand it aright, that there is nothing of the kind done in this part of Wales.

9584. Then what it really comes to is this, is it not, whether by some sort of extension of compensation for improvements we can get rid of the feeling that has been shown in our evidence in certain cases, of walls being made, and things of that kind, which do not come under the large category of houses, and yet do not come under the terms of the agreement or of the Agricultural Holdings Act?—But do not you think that the Agricultural Holdings Act is sufficient to cover all these things? I have not got the Act by me, but the words are, I think, "New buildings, "draining, fixed machinery, reclaiming, making "new roofs, fencing," and so on, "with the "written consent of the landlord or agent." Possibly you may be right.

9585. You have stated very clearly indeed that on your estate you would always meet cases of that kind equitably, and take care that they got the value of anything of that kind which they had done on their farms, and had to leave?—Oh, most surely.

9586. But does everybody do so?—I think so. To the best of my belief everybody would. No tenant would be allowed to leave his farm leaving behind unexhansted improvements of

Mr. *Seebohm*—continued.

which he had not a fair enjoyment, a reasonable, and a very reasonable enjoyment. He would never be allowed to go away on any decently managed estate without getting compensation. That is my opinion.

9587. Then that may be, and very properly, protected on a good landlord's estate by the good terms between him and his tenant, but in the case of a bad landlord, or in a case where there is a disagreeable feeling between the landlord and the tenant, is there not a sort of loop in the law, something wanting in the law to protect the tenant in those cases?—As against a bad landlord you mean, against a predisposed bad landlord?

9588. Yes?—But do not you think the Agricultural Holdings Act protects the tenant?

9589. We are told that it is hardly understood here in many cases?—I have heard that said at Bala the other day, but I cannot quite agree with that. I think it is understood fairly well.

9590. But short of a land court, which would be very expensive, and which would lead to litigation, probably in small cases, such as the tenant farmers' cases must be, would it not be possible to have something of this kind; to call in an official expert, not actually to settle the difficulty, but to act as a mediator between the two parties, to hear what both parties have to say, and to give his experienced advice on the subject. Would not that be followed by reasonable arrangements being made in almost nine cases out of ten?—Well, it might be, but my own opinion is that it is not necessary.

9591. We are talking of a bad estate?—Yes, of course I am only thinking of a bad estate, but it must be a very bad estate where the owner cannot come to terms with his tenants upon going out.

9592. Now how would it be in the case of bankruptcy of the landlord, where the strict law would have to be carried out. Would there not be cases of hardship, dealing simply and strictly with the law?—Well, of course it is possible that there might be such cases, but I think they would be so very few and far between that you do not want any third party to interfere between owners and occupiers. Of course I quite admit that it is possible, because there are black sheep in every flock, and you may get a very hard landlord, who may be very unjust to the tenants, but I think with a view to the Agricultural Holdings Act having been passed to protect all these general improvements—and I think walling and fencing and all that would come under the Act—I have not the Act by me, but I think they are provided for in it—in the case you suggest, and I think very properly suggest, there might be an occasional hardship, but I think that having a professional valuer to be appointed by somebody, and responsible to somebody, I do not quite know who, would most likely cause more difficulty than by leaving matters to be settled as they are, and speaking for this neighbourhood and

Mr. *Seebohm*—continued.

the other side of the county, I have hardly ever heard a case where it was not easy to settle between owner and occupier. Of course there is the possibility that such a bad landlord might turn up, and it might be to somebody's advantage, but I do not think it would be to the general advantage of the public at all to have any sort of outside party, and as to a land court, I can only repeat what I have already said about my feeling as to that.

9593. Just one more question. With regard to the payment for improvements and also the payment say for the sheep, is that a charge upon the landlord or upon the incoming tenant?—As to the sheep first of all, in all my agreements it is a direct charge on the landlord. He says he "shall" take to the sheep. In my new agreements, which were made when these compensation clauses were all put into them, it says the landlord "may" take to the sheep. Some tenants, on taking their farms, have said "Well, the word 'may' does not compel you to "take our flock of sheep." I say no, certainly not, but on the other hand, I will not take and would not take any tenant who would not take to the flock of mountain sheep, because you cannot establish a flock of sheep on a mountain for several years. Therefore, the word "may" and the word "shall" are pretty well equivalent, but I, for my own protection would not allow the sheep to be sold off the farm, I should either buy them myself and turn them over to the incoming tenant, or if a man applies for a farm the first *sine quâ non* is that he shows that he has sufficient capital to take to the flock of mountain sheep.

9594. But in case he did not take to them, or became insolvent or anything of that sort?—Then I should take to them for my own protection, because I could not afford to have them sold off the farm, because as I say you could not establish a flock on the farm for several years. These are mountain sheep, and it is not like buying a lot of sheep in England and turning them into a field, they would not stop there, they would be all over the country, you could not keep them.

9595. Then the change in your agreement from "shall" to "may" is practically of small importance?—Practically of small importance. That is the explanation of it. All the "may" means is that I may buy them all, and I say I should buy them all, because I would not allow any tenant to come into the farm unless he had capital sufficient to take to them, or he would be no use on the farm.

Mr. *Richard Jones.*

9596. Do you want it to go abroad that this gentleman who bought the estate for 6,000*l.* accumulated the money by farming on your estate?—I cannot say how he accumulated the money, and I do not want anything to go abroad that is the least unfair to him. All I know is the fact that he bought it for 6,000*l.* His father was tenant of the farm before him. and several of his family are in large farms. I really cannot tell you where he got the 6,000*l.*

Mr. *Richard Jones*—continued.

I never asked him, but I know the fact that he did buy the 6,000*l.* worth of property, and he lives on my farm still as a tenant.

9597. I think you said that the large farmers did not take part in the manual labour on their estates?—No, very little part, not the actual large farmer himself, very little, not in the direct manual labour. The smaller farmers do.

9598. How many acres do you consider a large farm in your neighbourhood, that is about Llanegryn?—I mean a farm of 150 or 200 acres, or 100 acres, or something of that sort. I mean the larger ones—the farmers of, say, 150*l.* to 200*l.* rental. They would not do much actual manual labour in my opinion.

9599. If they came forward and said they did, would you still contest that statement?—Well, I only know by not seeing them actually working in the fields. They may help in hay harvest, of course, and in corn harvest, and that; but they would not do the rest of the general manual labour of the farm. That is my opinion.

9600. You say that landlords have borne their proper share of the depression. Can you give us any instance where landlords have reduced their establishments by discharging gamekeepers, and in other ways?—Yes, I can give you one of my own, because I have discharged a gamekeeper of my own, and I did reduce a great deal. If you lose 600*l.* or 700*l.* a year you have naturally to reduce a great deal.

9601. Do you know of any other instances?—Oh, I cannot speak for other people. I cannot really tell you what other people have done on account of the depression. I can only speak for myself. I know I have to cut my things uncommonly fine to keep the tenants living.

9602. Just one other question. I daresay you can answer it. Let me read you an extract from Mr. Doyle's report, published in 1882:—"A great number of our farms were brought to "the market in the last 15 years, and have "been sold at from 35 to 45 years' purchase, "and owing to the high price given for the "property, the rents have been increased, and "are considered high. About two years ago we "re-valued all rateable property in our union, "taking the rent as a basis, and the result is an "increase in the rateable value of the union of "nearly 18,000*l.*" Now this occurred in the Dolgelly Union. Are you able to confirm that statement?—That is in 1882?

9603. Yes. The report was published in 1882, and we have heard to-day statements as to property being continually brought into the market?—Well, not since 1882. About the year 1876 or 1878, or thereabouts, there was a very large estate put on the market near me.

9604. This refers to the 15 years previous to 1882?—Well, there was a large estate put on the market adjoining me, and it was split up very much. But I believe the present rental of that estate (I am only telling you from hearsay) is much lower than it was when the present owner bought it in 1878 or thereabouts.

Mr. *Richard Jones*—continued.

9605. According to this statement, it says that several farms were brought on to the market—several estates?—This estate was an estate of over 6,000 acres. It was split up into a great number of lots; in fact, it was allotted, a great deal of it, and it was sub-divided into an immense lot of small portions, the main part being sold with the mansion. Since then there have been a certain number of farms changed hands in the neighbourhood. I have bought some myself, and the produce of them does not pay certainly more than 2½—not 2½ per cent.—not a bit more.

9606. When farms come frequently into the market, how does that affect the question of rents?—How do you mean?

9607. What is the consequence upon the rents as a whole?—I do not quite understand you.

9608. Has rent a tendency to advance where farms are brought often on to the market?—No, indeed I do not think it has. If a farm is sold now, I know from my own experience—I bought one two years ago, and I had to reduce 15*l.* on the rent directly. That is, if I am answering you correctly according to your question. I am not sure that I follow you.

9609. Is not the tendency to advance rents with a view to the sale of the property?—You mean prior to the sale?

9610. Prior to the sale?—Raising the rent for the purposes of the sale?

9611. Yes?—I do not think so. This large estate near me had been re-valued, I think, some years before it was sold, and I do not think that there was any great increase just prior to the sale. I have available the whole of the old rentals there, because I was eventually a trustee of the estate. Of course, a fellow selling a small farm might try to put a fictitious value upon it; but you naturally would have the farm valued before you bought it. You would go and look over it yourself. That is, if I am following your question rightly.

9612. Then in that case you are not prepared to confirm this statement?—That is as to the Union rating?

9613. That the union rating is based on the rent?—Well, I cannot dispute that there was an increase of the Union rating and of the county rating. If it is going back to the county assessment, I was, probably, chairman of that committee; I was chairman of quarter sessions about that time. But we had all this threshed out at our county council the other day. There was a great increase then, but that was in fairly good times. Some of that increase in the union rating would be for new houses at Barmouth and Dolgelly and other places; it would not be a mere agricultural increase. We had a great fight at our last county council. I was trying to get the proposed new basis, which is now to be adopted, reduced by getting 10 per cent. given us back instead of 5 on the agricultural value which they proposed to increase, but I was defeated by the county councillors. I do not know whether I have answered you correctly, Mr. Jones; I hope I have.

Mr. *Richard Jones*—continued.

9614. Of course, your explanation does not coincide exactly with this statement?—I wish I could make it clearer. As regards the union. The union, no doubt, was increased in valuation 10 years ago, and the whole county was re-rated.

9615. But, according to your statement, you make out that the rating was increased owing to the erection of cottages chiefly?—No, I would not say the cottages. I would say houses in Barmouth and Dolgelly, and so on. I think you would find, if you went into that increase of the union assessment, a good deal of it was due to the re-assessment of the railways in the county. You are talking of Dolgelly, of course.

9616. Yes?—Not of the county assessment?

9617. The Dolgelly union assessment?—The Dolgelly union assessment. I think a good deal of that was owing to the re-assessment of the railways if I remember rightly. Of course, 10 years is a longish time to go back.

9618. This attributes it chiefly to the property changing hands?—And being raised in rental on account of the change in hands?

9619. Yes, on account of the change?—Well, I can only speak for my immediate neighbourhood. Of course, I cannot say what has happened in other places, but I know with regard to the farms I have bought, that they certainly do not pay me above 2½ per cent. on the outlay. Besides, you have got to keep them in repair even if they pay that. I think, if I lumped the whole lot together, they would not pay more than 2 per cent. But some were bought before 1882—the most expensive purchases. On those I have bought recently I have had to reduce rents instead of raising rents.

Mr. *Griffiths.*

9620. I am very pleased to find that you and your tenants are on such good terms. May I ask just one question upon what you said just now. You said you thought more could be done in the way of poultry farming?—I think so.

9621. Are the farmers on your estate provided with accommodation for poultry farming?—You are suggesting whether it would be good to give them more hen-houses, or something of that sort.

9622. Facilities for rearing poultry?—I think it is a very good suggestion. It never was brought to my notice. I never was asked about it, but I think it is a very good suggestion.

9623. And I think it is a thing that could be improved very much?—I think so. It is a very good idea.

9624. Especially round Barmouth and in this neighbourhood?—Yes. I can assure you there is an immense trade down in my neighbourhood. At Llwyngwril Station, if you looked this morning, you would have seen a great trade being done there. It would be well worth while for the farmers if there were a great deal more done.

15 *September* 1893.] Mr. W. R. M. Wynne. [*Continued.*

Mr. *Griffiths*—continued.

9625. And in the way of producing a better breed of fowls?—Better breed of fowls, and trying to provide eggs for the country instead of buying all we do from Holland. I think it is a very excellent suggestion, and I hope the Commissioners will do their best to advance it.

9626. Now and again you might make the tenants a present of an incubator, that would not be a very bad thing?—Not at all, if the tenant would attend to it and not roast the eggs in it.

9627. And in return he might make the landlord a present of a pair of fowls now and again?—Sometimes they do.

9628. They are all on very friendly terms?—They are very good in that way. In olden times we used to get lots of fowls. They are rather too poor now to give fowls.

9629. There is one thing that struck me with regard to the cottages. You are an experienced man; what do you consider would be the proper sum for building a suitable cottage for a labourer on a farm?—In my opinion you cannot build a single cottage, if it is to be a sound cottage, on a farm with the necessary accommodation—the pigstye and ordinary sanitary accommodation as is required—for less than 120*l.*, to be a decent cottage. I heard a man say yesterday that you could build one for 60*l.*; you can do nothing of the kind. I am absolutely certain you cannot. Of course if you build two or three in a row they come cheaper.

9630. What could you let that cottage for?—3*l.* with the garden, 2*l.* 10*s.* to 3*l.* That is the usual rent of our cottages; or if it is a very good one with three bedrooms, perhaps you might get 3*l.* 10*s.*, but it must be an extra good one. The average is 2*l.* 10*s.* to 3*l.* 10*s.*, somewhere about 2*l.* 10*s.* or 3*l.*, but it must have a garden and pigstye and everything else, and I am sure you cannot build it for less than 120*l.*

Professor *Rhŷs.*

9631. At any rate not for 60*l.*?—Certainly not, nothing like it; not double that; it is absurd.

Mr. *Brynmor Jones.*

9632. Just one or two questions with reference to this agreement. I understand you put this agreement in as being in your judgment a fair agreement between landlord and tenant?—Yes, I think it is a fair one. I do not mean that it will cover everything that could arise, but I think there is nothing unfair to the tenant in it. I think it is rather too long.

9633. Let me put you a case. Supposing a tenant gives you notice to quit, finding that he has got into debt and that he is not paying his way on the farm at the rent which he is paying you, and finding that you will not reduce that rent. On reading his agreement he would naturally assume that clause 19 was one dealing with the compensation that would be payable to him for any improvement he had made in lieu of compensation provided by the Act of 1883. Accordingly at the end of his tenancy, when he goes out, he asks for compensation

Mr. *Brynmor Jones*—continued.

under clause 19. Now, the first thing that I call your attention to is this, that if you refuse to pay him any compensation because he has broken any one of the preceding clauses of this agreement, he will have lost his right to compensation under this agreement and he will have lost his compensation under the Agricultural Holdings Act, because by relying on this agreement had not given the two months' notice of his claim. Is that a fair position for a tenant to be placed in?—Well, we never should think of doing such a thing. That would be my answer to that.

9634. I quite agree. I do not think for a moment that you would take advantage of it, but I take it that when we are talking of an agreement that is to be fair between man and man, the agreement ought to be fair upon the hypothesis that both parties may be bad or that both parties may be good. If it is a one-sided agreement it is hardly fair?—I do not think it is a one-sided agreement.

9635. Well, it places a tenant almost entirely at the mercy of his landlord surely?—Do you mean that it would be better not to have these compensating clauses at all, but to let him return to the Agricultural Holdings Act?

9636. Most assuredly; because in the case supposed if the landlord were a bad tempered man, and were sorry that his tenant were going or angry with him, he might turn round and say: "Well, look here, I shall not give you any "compensation at all because you have had an "order against you under the Debtors Act of "1869, made in the County Court, and thus "violated clause 6; therefore you cannot get "any compensation under clause 19." Then the tenant says: "I will have it under the Agricultural Holdings Act." Then you meet him with clause 7 of the Agricultural Holdings Act, which says that the tenant claiming compensation shall, two months before the determination of the tenancy give notice, but the poor man has omitted to give notice because he has relied upon this agreement?—I never really heard of such a case or of such a point being raised.

9637. That is so, and as a lawyer it is these unusual cases that, when people quarrel, do arise in court, and it is upon these unusual cases that litigation proceeds?—I think it is very difficult to make an agreement that will provide for every hypothetical case between landlord and tenant upon all such issues, but in my opinion that is rather more liberal than the Agricultural Holdings Act, and I do not think any landlord would ever for a moment withhold from a tenant compensation under clause 19, because there was a breach of some other clause.

9638. That is what the agreement says?—I never heard of such an issue being raised.

9639. The landlord's counsel in court would certainly take it at once?—I have never heard of such an issue being raised at all. I can only tell you that. Then it would be better in your opinion, would it, merely to say that the tenant shall go back upon the Agricultural Holdings Act?

Mr. *Brynmor Jones*—continued.

9640. I should say so, certainly?—We thought in drawing this that this was more liberal rather than the Agricultural Holdings Act.

9641. Then if it is more liberal by way of compensation and you are satisfied, there is no reason why you should not, as I pointed out yesterday, omit the proviso at any rate at the end of section 19: "Provided that none of the "clauses have been unfulfilled, transgressed or "evaded, the landlord will compensate the "tenant." The agreement to pay compensation is entirely conditional on the tenants having fulfilled every single one of these complicated clauses?—Then he will have to go back to the Agricultural Holdings Act.

9642. Not so, because he would have omitted to give notice?—But is it not his duty to give notice under the Act?

9643. Not under the agreement. Either it is a substituted agreement under the Agricultural Holdings Act?——I see what you mean quite.

9644. So that he is hoist in every way. If there were litigation between a bad landlord and a bad tenant, or between a good landlord and a good tenant who had quarrelled, under that agreement the landlord is certainly in a very superior position, because if the tenant relies on the Agricultural Holdings Act the landlord will say "Oh, but you had a *fieri facias* "against you; you had an execution against "you under the Debtors Act, or some other "clause was broken," and if the tenant says "Well, then I will come under the Agricultural "Holdings Act," the landlord's lawyer will say "You have not given two months' notice"; so that the man's claim is barred every way?—It would be the tenants' affair to give two months' notice, would it not.

9645. Not if he is relying on that agreement?—I see what you mean quite, but the point has never been raised; I never heard of it coming in, but I quite see what you mean.

9646. It has not been raised because, as you very fairly stated, you do not recollect having to enforce an agreement of the kind, or any agreement against any one of your tenants?—We never do enforce half of these clauses. There are a great lot of restrictive clauses that are put in for the protection of the farm and of the property as against a bad tenant. We never do enforce such a clause. As I said, I have only had to turn one man out for bad farming.

9647. But in an agreement a man is entitled to be protected against every possibility?—Certainly, I should think everybody would admit that.

9648. Then we are at one?—I see your point and I think it is worth great consideration. If this agreement does not protect the tenant sufficiently, having regard to the Agricultural Holdings Act, I would have that remodelled directly. If you as a lawyer think that it is not sufficient protection to the tenant I would distinctly have that re-modelled, but we went into great trouble in drawing this, and I confess I did not see the point you have raised.

Mr. *Brynmor Jones*—continued.

9649. You see the possibility?—Perfectly. I see the possibility; I think it is very unlikely ever to be enforced. He would be a very bad landlord who, if his tenant got into difficulties, would try to sacrifice his improvements or his compensation, or everything; but I see the point you have raised quite, and it will commend itself very much to my attention in drawing future agreements whether it would not be better to say "You may take the Agricultural Holdings Act pure and simple." That is what you mean, is it not?

9650. That is what I am suggesting to you?—I see it quite clearly.

9651. If the tenant has signed it he will have to abide by the consequences. I only point that out?—Well, we have never had to exercise it. I quite see what you mean.

9652. Now one question in regard to the Land Court. I do not propose to argue the question of a Land Court with you. I have noted what your opinion is, and I just want to know your opinion a little more definitely. Of course a Land Court might be established upon different lines from the Land Court established in Ireland. Were you thinking of the Land Court established in Ireland by that Act of 1881, in expressing the opinion you did?—Well, more or less. That, as far as I have heard from the witnesses, is the suggestion of a Land Court to fix rents; that is what they have in their minds. I think if the Land Court is intended to be only to place the landlord in the position of a mere rent receiver—in the position of a mortgagee, which is the same thing—it would be a very bad thing for the tenants, if that is what is intended by the Land Courts.

9653. In expressing that opinion, by what test do you judge of the expediency. Do you do it by reference to the good of the whole community or by reference to the good of the landlords and tenants only, or by reference to the good of the landlords only?—Oh, certainly not by the good of the landlords only. I mean as between landlord and tenant. I do not say for a moment that it would not be equally mischievous as between the two. I think it would cause the landowner to cease to take interest in his tenants which he now has. I do not at all mean that it would really reflect solely to the detriment of the landowner. I do not mean that at all. Of course I do not know much about the working of the Irish Land Court. I have not been in Ireland for 25 years, and I do not know how the Land Court there does work; but if that is the idea of what is intended by a Land Court, I give my opinion for what it is worth that it would be mischievous in this country and that it is unnecessary.

9654. Then, practically your reason is that it converts the landlord into a rent receiver?—I think it would do so, and that it would very much diminish his direct interest in his property, and in his tenants, and those about him.

9655. So that if it were for the general good that the landlords should be converted into mere

Mr. *Brynmor Jones*—continued.

rent receivers, you would have no objection?—Well, I do not think it would be for the general good.

9656. But supposing it were?—That is a hypothesis that I really cannot give you an answer to.

9657. You said that things would be worse then than they are now. Am I to infer from that that things are good now?—Do you mean as to agriculture?

9658. Yes?—Oh dear no, not at all. Of course, we all know that agriculture is dreadfully bad, but if the landowners were put in the position of mere rent receivers they very likely might not live as much on the properties as they do now, which I think would be greatly to the injury of the properties. They would not live among the people. Possibly some bad ones might take their money away and spend it abroad or elsewhere in England. I believe one of the great causes of complaint in Ireland is that of absentee landlords, and that that has been very greatly to the injury of Ireland. I only read these things, as we all know about them well enough, in the papers, and I believe there is great truth in them. If you put the owners in the position of mere rent receivers, with no direct interest in the condition of the people among whom they ought to live, and among whom they ought to spend their money, I think it would be very greatly to the injury of the whole community as a general question. Now, if I am not interrupting you, I may be permitted to say possibly, if I am in order, that the income of my Welsh property has entirely been spent in Wales. I keep my house out of the property, because I think the mansion house of an estate may be looked upon as part of the expenses attached to the estate, but for my private personal pocket money—I do not mean to say this with any idea of praising myself, but just for what it is worth—I have never spent one single penny, as long as I have been on the Peniarth estates, out of the income of that estate, except for keeping house on that estate. Well, if I were put in a position of a rent receiver, I might take it into my head—I do not think I should, but it would obviously diminish my interest, and I believe it would diminish the interest of lots of my brother landowners in their property—I might say, "I will go and "live in London, or in some part of England. "I will rent a house somewhere else, or I will "do something," and probably a tenant, if such could be found for my house, would not take the same interest in my people, who hitherto have been the best possible friends with me; I am speaking now my own opinion, and I believe it is the opinion of neighbouring landowners in my part of the world. If you are put in that position, that you do not feel a direct responsibility for spending your money in the neighbourhood from whence that money is raised and paid by your tenants, many people might be induced to take it away. That is my objection to any system, whether you call it a Land Court, or whatever you like to call it, which would put the owner of the property in the mere position of a rent receiver. I think it tempts him greatly, if he has any feeling of the kind, to go away and leave his country. Excuse me this long discourse.

9659. One question on another matter, suggested by an observation you made. Are most of the estates—I am not asking you about your own——?—I am afraid I have said too much about my own.

9660. But are most of the estates in this country more or less encumbered?—No, I should say not. Of course, I cannot tell you, but in my opinion I should say certainly not; very few.

9661. I only asked that as the basis of my next question. Are you of opinion that it is very disadvantageous to agriculture for the owner, the landlord, to have his estate encumbered?—Oh, most surely. The question answers itself.

9662. Then, with regard to entail, you referred, I think, to being tenant in fee simple, but a great many of the estates, I suppose, in Wales are still entailed, are they not? Probably the owner is tenant for life as a rule?—I do not know whether I have explained that legally; you, as a lawyer, would know that better. My estate is entailed as far as my own brother goes. It is entailed upon my brother.

9663. I was not asking you as to your own estate. It was only to ascertain how far we are agreed, that is all. It is rather disadvantageous for a landlord to be only a tenant for life, is it not. It is expedient for the general interest of the estate that he should be tenant in fee simple?—Exactly and able to do as he likes; but the Settled Land Act gives him virtually that power now, does it not?

9664. I rather agree that it does?—I take it it would be a very bad thing that a fellow should be hampered so that he could not sell a farm here or there, but I thought Lord Cairns's Act overcame most of those difficulties.

9665. I only wanted to see how far we agreed?—I quite agree with you that the landlord should be entirely unhampered. You may have an estate enormously mortgaged, so that the owner cannot touch a bit of it himself. I think that is a very bad thing, but I thought the recent Acts overcame that.

Mr. *Seebohm.*

9666. May I ask a question before you go further, just to set right what Mr. Richard Jones brought forward. He read an extract from Mr. Doyle's report in 1882; and I think, in order to understand the extract he read, it ought to be split into two sentences. I think it should read in this way: "A great number "of our farms were brought to the market in "the last 15 years, and have been sold at from "35 to 45 years' purchase, and owing to the "high price given for the property, the rents "have been increased, and are considered high." That is one statement, I think. Then follows this observation, which I think is probably an

Mr. *Seebohm*—continued.

entirely separate statement: "About two years "ago we revalued all rateable property in our "union, taking the rent as a basis, and the "result is an increase in the rateable value of "the union of nearly 18,000*l.*" The latter statement would apply, would it not, to the general re-assessment for the purposes of rateable value?—Yes, it would. As far as I recollect, I probably was chairman of guardians at the time that was made. I was chairman of the board about that time. I think you are right, and that the increase would be on the railways and on the new houses built in this place and other places in the district.

9667. You think that is the explanation?—I think probably it would be the explanation.

Lord *Kenyon.*

9668. May I put in to the Commission this memorandum as to drainage?—Yes, if you please. It shows something like the amount we have spent.

9669. May I also have the amount of the rents you get for these fields that have been reclaimed?—Yes, I could give you them on the farms. I am afraid I have not them with me now.

9670. The fields themselves are not separated from the farms?—Not at all; they are all part and parcel of the farms.

9671. It was only with a view of ascertaining how much per cent. you get for that money so expended?—I think I get about 134*l.* a year increase, towards which I have to pay nearly 180*l.* or 200*l.*, on an average, maintenance rate; say 250*l.* in the whole district, of which I own about half. Therefore I am a distinct loser, although the rentals are a little higher. The maintenance rate is paid by me, and is swallowed up, and more than swallowed up, in keeping the banks and things in repair, so as to command the rent which is now got from the farms. For instance, one farm of mine was re-let last year at 25*l.* a year cheaper. The 200*l.* is now 175*l.*, without taking into consideration the smallest fraction of the outlay for drainage. He is reduced 12½ per cent. on his full rental, and no consideration whatever is taken of the drainage. I look upon the capital sum spent on the drainage as absolutely and entirely lost.

9672. Is the land going back at all?—Oh, no; in the upper part it has very much improved—considerably improved.

9673. It is the great expense of doing it?—It is the great expense of doing it that has swallowed up the whole benefit; and the amount of increased rent that the tenant has paid is nothing compared to the cost of doing it.

9674. Then about the preferential claim of the landowner, I understand from you that you think the landowner is likely to be a better friend of the tenant than the shopkeeper would be?—I do think so, most decidedly. If the landowner had no preferential claim, he very

Lord *Kenyon*—continued.

probably would demand his rent sharp, and would give no credit at all.

9675. Then I think you are an owner of land in Leicestershire?—Yes, I have four farms there.

9676. In your experience of England and Wales, do you think there is any difference in the treatment of their tenants by English and Welsh landowners?—Not the slightest in the world. My four Leicestershire tenants are treated by me just the same as the Welsh ones, and the Welsh the same as the English ones—not a bit of difference.

9677. All your relations are the same?—Perfectly, and the agreements with them are almost word for word the same as the agreements in Wales; there is no difference in the tenure at all.

9678. You spoke of a number of clubs in your neighbourhood. Do you know whether they are sound or not actuarially?—I never heard anything to the contrary; they are principally in Towyn. I never heard that they were unsound—you mean financially?

9679. Yes?—No, I never heard that they were. I believe in cases of sickness the labourers get a good deal of benefit out of them.

Chairman.

9680. There are several questions handed in by Mr. Llewelyn Jones. The first is: "Do "you wish the Commissioners to understand "that Welsh tenants were always compensated "for unexhausted improvements, or did you "speak of your own tenants, and of them "alone?"—I can only speak as to my own tenants; I cannot speak for other properties.

9681. "What are your grounds for stating "that farmers on your estate are able to "provide their children with marriage portions; "have any cases of this kind taken place "within the last five or six years"?—I really could not say within the last five or six years; but several of the tenants' children have gone into other places, and I believe they had marriage portions. It is a very hard thing for the owner to say what portion a tenant's child has got, but tenants' children have gone to other farms.

9682. In the case of compensation given for damage done by game, who decides how much compensation should be given?—We generally agree with the tenants. It is a matter of talk between the landlord and the tenant.

9683. "Can you specify any cases where "compensation was given, and the amounts"?—Yes, I can say that my chief tenant, Mr. Phillips, of Glanmachlas, had compensation for rabbits for the last three or four years. I do not remember the actual sum now, but I have it at home. It was at the rate of some 5*l.* or 6*l.* a year, I think. He has had compensation for several years, because he thought there were too many rabbits on the farm. Some other tenants, also, have been compensated where there has been a late corn harvest, and the

Chairman—continued.

pheasants have been said to do damage. I have not the actual figures by me, but I have them at home.

9684. "Do you breed pheasants extensively "on your estate, and is the damage to crops "great?"?—No, not the damage done by pheasants, because we feed them entirely ourselves. As I have said, in a late corn harvest the pheasants may do some little harm to the corn if it is left long in the shocks on the field. Otherwise, in a harvest like this, the pheasants do not do a bit of harm.

3809, 33. 9685. "Did you ever hear that a gentlemen "formerly residing at Aberdovey (now deceased) "established a secret agency for the purpose of "bringing church landowners, having farms to "let, in touch with church or conservative "tenants anxious to take farms"?—No, I never heard of that gentleman.

9686. Then you never received a circular from that person?—No.

9687. Are you the owner of the village of Bryncrug?—I have only got two houses in it.

9688. Have you got a farm called Pen y Wern on your estate?—Yes.

9689. Have the tenants within the last four years reared any dogs of yours?—I do not think so; I do not think there have been any dogs on any of my farms for much more than four years, but I would not like to swear to that. I do not think there has been a dog walked, as they call it, on my farms for much more than four years.

Chairman—continued.

9690. Then there are one or two questions by Mr. Vincent: "I think you have made a mistake "as to the temporary abatements—will you, in "putting in the table, state whether they are "general or not"?—I have taken them off the rental, I believe they are correct: I believe they are absolutely correct.

9691. Were the abatements over the whole estate?—Yes, over the whole estate, and also in Flintshire as well where I have some property; over the whole estate, and also the small farms down to the 10*l.* holdings.

9692. "With regard to agricultural educa- "tion, is the annexed the prospectus of the "agricultural department of Bangor University, "and are you a subscriber"?—Yes, I am a subscriber to the agricultural classes of the Bangor University.

9693. "And is not your brother one of the "Technical Education Committee of this county "which is concerned with dairy classes"?—He is a member of the education committee.

The witness withdrew.

Mr. Richard Davies called and examined through an Interpreter.

15,782. 9693*a*. The Interpreter read the following evidence of the witness:—

Evidence of Mr. Richard Davies, Las Ynys, Harlech, Tenant Farmer.

1868.—In the year 1868 I became tenant of a farm called Cae Glas Maentwrog on the Tan-y-Bwlch estate (Mr. Oakley). The extent of the farm was 83 acres, rent 28*l.*

1870.—In 1870 I received six months notice to quit.

1871.—In 1871 I retook the farm, but 42 acres of land of a similar character to the land on Cae Glas were added to it, and the rent of the whole raised to 70*l.*

1874.—In 1874 two fields consisting of eight acres were taken from me without notice, but I was promised compensation for certain improvements I had made in them. I never received this compensation, but my rent was reduced 6*l.*, *i.e.*, to 64*l.*

1876.—Early in September I received a letter stating that they proposed to add 30 acres to the farm, and increase the rent to 81*l.* I refused to take this land, and was consequently threatened with notice to quit by the agent.

1877.—I received notice to quit as I refused to take the above land. I accordingly went to Mr. Oakley and stated my complaint, and he allowed me to have the farm without the additional piece of land.

1879.—I left as my landlord refused to reduce my rent. During the last year I was there I carted materials towards building, and also kept the walls and fences in good repair without any compensation.

In the year 1886 as the tenant who succeeded me had taken the new piece of land (30 acres) and could not manage to pay his rent, at his request I accompanied him to Mr. Oakley, and told that it was absolutely impossible to pay the rent of the farm. He accordingly reduced the rent to 57*l.* Since then the present tenant has received several times an abatement of 15 per cent., and the tithe is paid by the landlord.

While I was at Cae-glas some four or five acres of the farm were planted with trees. No notice was given me of the landlord's intention to plant, and I received no compensation for the land planted in this way.

About eight years after I came to Las ynys I endeavoured to obtain a lease, but the terms my landlord desired to have inserted in it were such that I decided to become an annual tenant.

The following is a statement of the rents of some farms in the neighbourhood.—

	£
Las-ynys-fach—	
20 or 25 years ago, rent was -	90
About 1873 rent was raised to -	150
Present rent - - -	120
Las-ynys-fawr—	
20 or 25 years ago, rent was -	70
About 1873 rent raised to -	105
Present rent - - -	85
Ty'r Acre—	
20 years ago rent was - -	33
Farm revalued and rent raised to at which it remains.	41

Also the following places are near each other on Mr. Oakley's estate:—

—	Rent in 1871.	Rent Raised to
	£ s.	£
Cae-glas - -	28 0	70
Tyddyn-du - -	32 10	46
Creigiauduon - -	24 0	69
Cydnerth - - -	45 0	70

Prior to the rent being raised a farm, called Ty nant, was divided among the above farms. The rent of Ty nant was 45*l.* 10*s.* Five labourers' cottages on Ty nant were deserted.

Lord *Kenyon.*

9694. Where did you get the figures for the rents of 20 to 25 years ago?—I had the receipts for the rent of Cae-glas, and I paid the rent for several years.

9695. I wanted to know before you paid it. You mention a farm, Las-ynys-fach, which was raised from 90*l.* to 150*l.* in 1873, according to you?—Yes.

9696. That does not tally with the evidence before given. Can you reconcile the two statements? Where do you get the rents of Las-ynys-fach from?—The former tenant paid the rents, and I was there for many years.

9697. How do you know the rent of Las-ynys-fach was 90*l.* Have you the receipts for that 20 to 25 years ago?—I know that from hearsay.

9698. Was Las-ynys-fawr also from hearsay?—Yes, 20 to 25 years ago.

Mr. *J. M. Griffiths.*

9699. When you came to Las-ynys, you asked for a lease, did you not?—Yes, I asked for a lease.

9700. We have repeatedly heard that tenants never ask for leases. Why did you not have a lease?—I asked Mr. Holland for a lease, and he said that the farm had been doubly improved. And I said perhaps someone would be raising my rent because I had improved the farm. And then he asked what were the respective ages of the children, the boys I had with me, and so on; and he would see that the rent would not be raised at Las-ynys. I told him, "I am not "afraid of the rent being raised during your "lifetime." It was left there then, and he said he would enquire into the matter, but he could not then suddenly give a lease, as it were, without previous notice.

Sir *John Llewelyn.*

9701. Is that the total amount of refusal, or did you refuse? I understand you to say that you refused to take a lease upon the terms upon which it was offered?—No, I did not refuse a lease from him. We did not enter into any particulars.

Mr. *Griffiths:* The evidence, according to the statement you have given, is this: "When I "came to Las-ynys I endeavoured to obtain a "lease, but the terms my landlord desired to "have inserted in it were such that I decided to "become an annual tenant."

Lord *Kenyon.*

9702. Is there any date given for that?—After I came to Las-ynys.

9703. When did you come to Las-ynys?—What you have just now read is not quite accurate.

[*The statement was interpreted to the witness in the Welsh language.*]

9704. When did you ask for a lease?—I did not ask for a lease as soon as I came to Las-ynys.

Lord *Kenyon.*

9705. What was the date of the entry at Las-ynys?—1879.

Chairman.

9706. Mr. Vincent wants to know how long ago this request was made from Mr. Holland?—It was about the time mentioned when Mr. Robertson was a candidate; I cannot recollect the year. That is the last time he was yonder.

The witness withdrew.

Mr. Robert Jones called and examined through an interpreter.

9707. The interpreter read the following evidence of the witness:—

"Evidence of Mr. Robert Jones of Ystumwern, Dyffryn.

"Evidence chiefly relates to the rise on rents in various farms in the district.

"*Ystumwern.*—Present landlord Mr. Ansel. The rent of this farm in 1840 was 82*l.* 10*s.* In 1841 it was raised to 120*l.*, and a field of 1½ acres was taken away from it. In 1858 the estate upon which this farm was, was sold. After the sale, a large quantity of land was

taken from it, but the rent remained the same. The former tenant carted all the materials for building and the materials for draining a large part of the farm. He used to value his work at a sum of not less than 200*l.* Further, a sheep walk for at least 300 sheep belonging to the farm has been taken away, but the rent remains at 120*l.*

"*Dolgau.*—About 1860 the rent was 50*l.* It was during the years 1860–70 raised at two different times to 60*l.*, which is the present rent.

"*Tyddyn gronwy.*—In 1853 rent was 28*l.*, soon afterwards raised to 31*l.*, in 1858 raised to 36*l.*, and a sheep-walk for 100 sheep taken from it. Since then it has been twice sold, and I believe the present rent is over 70*l.*

"*Ty Isaf Llanddwywe.*—In 1840 rent was 15*l.*, in 1858 a house and smithy and about 9 acres of land were taken from it, and rent raised to 25*l.*, at which it remains.

"*Taltreuddyn Bach.*—In 1795 rent was 27*l.*, raised in 1799 to 45*l.* In 1801 raised to 60*l.* About 1846 rent raised to 77*l.* In 1873 raised to 97*l.*, and later on to 100*l.*, which is the present rent. [*Receipts for the above years produced.*] When the railway was made, a portion of the land was taken, but no compensation given for the loss.

"Tenant also made several buildings at his own expense such as a hay shed, pig-styes, hovel, and he did all the carting for other buildings, such as the house, cow-house, and stable. In addition to this he made almost all the walls on the farm. He received no compensation for anything done by him.

"*Taltreuddyn fawr.*—Tenant, J. R. Jones. In the year 1840 the rent of this farm was 80*l.* About 1855 raised to 104*l.*, and again in 1873 to 160*l.* The present rent is 150*l.* About the year 1860 the tenant built a hay-shed entirely at his own expense (about 40*l.*). Later on he built an out-house and a dairy (60*l.*). No compensation received."

Sir *John Llewelyn.*

9707*a*. Did you make an application for a concession ?—I was not the tenant.

Chairman.

His evidence chiefly relates to the rise in rents in various farms in the district. He was not the tenant.

Sir *John Llewelyn.*

9708. Did the man who did the haulage make an application for compensation ?—I do not think so.

9709. Would it occur to you that it was the first step to take, to make application for compensation ?—I am not sure whether he did; I do not know. I do not know but that he may have applied for compensation.

9710. You have given instances of rents being raised; do you know of any rents which have been reduced ?—Taltreuddyn fawr.

9711. That is an instance ?—Yes.

9712. Others beside that ?—No, but of abatements I know.

9713. Will you kindly give the Commissioners the source of your knowledge, whence you obtained this information ?—I had the information with regard to Taltreuddyn Bach from one of the members of the family, and I have the receipts in my hand.

Lord *Kenyon.*

9714. Will you put the receipts in ?—Yes [*handing them in*].

Chairman.

9715. There are only two questions to ask. They have been handed to me by Mr. Vincent. "Did all these raisings of rent on what is now "Mr. Ansel's estate take place before he bought "it" ?—Yes, all of them in connexion with his place.

9716. "Although you may be able to give "accurate figures as to increase of rent on other "farms, do not you think it rather unsafe to "give hearsay evidence on such matters as "compensation" ?—I think I can venture to give such evidence. The bailiff on Taltreuddyn fawr gave me all the information with regard to Taltreuddyn fawr.

9717. Then you have satisfied yourself in your own mind that these figures are correct ?—Yes.

The witness withdrew.

Mr. DAVID GRIFFITH called and examined through an interpreter.

The interpreter read the following evidence of the witness:—

"Evidence of Mr. David Griffith, Tyddyn du, Harlech.

"Evidence relates to Tyddyn du farms; acreage, 344.

"The above farm was bought in 1856, by the late Mr. L. K. Thomas for 3,300*l.* At that time the rent was 115*l.*

"In the year 1857 a piece was added to the house and a room for corn crushing made by the tenant at the cost of 100*l.* 11*s.* 9*d.*, the landlord paying 50*l.* towards the cost.

"In the year 1858 the landlord spent 11*l.* 13*s.* 6*d.* on draining, and the rent was raised 10*l.*

"In the period between 1861 and 1868 a hayshed, stable and carthouse were built by the landlord and the rent was raised to 131*l.* 2*s.* It cost the tenant about 35*l.* in digging the foundations of the above buildings and in the cartage of materials.

"In 1878 a hayshed and other sheds were erected by the landlord. They cost about 150*l.* and the rent was raised to 136*l.* It cost the tenant in digging the foundation, raising stones, making floors and mangers and racks in the sheds, 40*l.*

"In the year 1889 the farm was sold for 4,900*l.*, and thus the tenant was deprived of all compensation for the improvements made by him in the years 1856 to 1889.

"The witness makes the following suggestion to meet the agricultural difficulty.

"1. Security of tenure. Tenants to be secure of their farms for a fixed number of years by lease or otherwise.

"2. Fair rents, proportionate to the value of land.

"3. The following improvements in the agreements between landlord and tenant.

"(*a.*) Rent to be paid annually.

"(*b.*) A fair valuation of all crops at the close of the tenancy.

"4. Full compensation for all improvements made by the tenant.

Chairman.

The Commissioners do not ask you any questions.

(*Witness.*) My present landlord is Mr. Owen, of Brynbellan, Dyffryn.

Mr. JOHN ROBERTS called and examined through an interpreter.

9718. The interpreter read the following evidence of the witness:—

"Evidence of John Roberts, Ceintreforfawr, Talsarnau.

"I am a tenant farmer. I was brought up on a farm called Cwm, in Carnarvonshire. My father held that farm under Mr. Wynne Griffith, Llanfair, near Carnarvon. At that time the rent was 40*l.*; subsequently the rent was advanced to 49*l.*; in another eight years it was advanced to 59*l.* Not a penny was spent by the landlord on improvements or buildings, so that the increase of rent was on the tenants' improvements.

"In another 10 years, or 24 years ago, several farms on the Llanfair estate were sold, and as my mother was at that time a widow with nine children, I, who had a little money left me by an old uncle, rather than see my mother cast adrift, determined to buy the farm, which I did for 2,200*l.*

"About this time I got married and became a a tenant of Dolymoch, under Mr. Oakley, Tanybwlch. Before I took Dolymoch the rent was 130*l.* I had to pay 160*l.* A portion of another farm was added to mine, and the rent was raised to 200*l.*, although the rent of the whole farm—part of which was added to mine—was only 30*l.* rental.

"About 13 years ago I had to leave Dolymoch, as I could not possibly pay the excessive rent. Now, however, the rent has been reduced to about 150*l.*, or 50*l.* reduction.

"When I took Cefntrefor, my present farm, 11 years ago, my predecessor paid about 160*l.* A small farm which was joined to it, and for which 24*l.* rent was paid, was taken away; but in spite of that, my rent was raised to 180*l.*, or an advance equal to about 50*l.*, and this, be it remembered, when the farm had been exhausted by the former tenant.

"I suffer a good deal from the game. My landlord, Mr. Poole, Carnarvon, lets the shooting to Mr. Samuel Pope, Q.C., who sublets it to Mr. Kirby, who re-lets one portion to Captain Corderer, and another portion to Lord Harlech. Although I have a right to the rabbits, yet I fear the consequences of making use of my rights. I have arranged with a man to catch the rabbits on a certain portion of my farm, but in the meantime Lord Harlech's keepers appeared, and commenced ferreting wholesale. When I remonstrated, I received a threatening letter from Lord Harlech, and intimating that if I interfered with them he would see my landlord about it. I would not complain so much if Lord Harlech simply walked over my farm for sporting purposes, but he catches the rabbits in cart-loads and sends them away to supply the English markets, thus making profit on what I consider my own. I would as soon see him taking away a flock of my sheep and selling them to a butcher."

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Lord *Kenyon.*

9718*a.* Can you put in the letter you had from Lord Harlech?—The letter is in my possession. I thought a copy of it had been sent here, but it appears it has not come, I can get it to-morrow.

Chairman.

9718*b.* Will you send it to-morrow?—Yes, I will bring it to Port Madoc to-morrow.

Chairman.

The Commissioners do not ask you anything further.

Re ex
mined,
9979*a*

The witness withdrew.

TWELFTH DAY.

Town Hall, Portmadoc, Carnarvonshire, 16th September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.
MR. D. LLEUFER THOMAS, Secretary.

Mr. OWEN R. HUGHES called and examined.

Chairman.

9719. Where do you live?—Brynefail-Ucha, Garn.

9720. You are prepared to give evidence with regard to the raising of rents in the district, and the raising of your own?—Not my own.

9721. The raising of rent generally, and the refusal of landlords to compensate for improvements. Is that so?—Yes.

9722. You are a tenant farmer?—Yes.

9723. And your farm is 191 acres, and your landlord is Lord Harlech?—Yes.

The following statement of the witness was read:—

"I am a farmer, and Brynrefail is a farm of some 191 acres belonging to Lord Harlech. I wish to give evidence more particularly with reference to the farm of Gwern-ddwyryd, Penmorfa. That farm was in the occupation of my family since the year 1826. In the course of that time the rent has been considerably increased. I find from receipts in my possession that the rent in the year 1851 was 74*l.* About the year 1856 a tram-road, of about half a mile in length, was run through the best fields on the farm, but no reduction whatever was made in the rent. In the year 1870 a place called "Cae Canol," of about 12 acres of land was added to the farm, and the rent raised to 92*l.* In the year 1873 the rent was again raised to 102*l.* per annum. In 1886 the farm (without Cae Canol) was sold for 3,400*l.* Since then my mother, the tenant, has had to pay for the portion sold a rent of 100*l.*, and for Cae Canol, 15*l.* In the course of the last 20 years prior to the sale, my father expended considerable sums of money in improving the farm. I have receipts for close upon 250*l.* paid in hard cash for building work and material supplied. In addition to this, my father did the blasting, haulage, and cartage at his own expense. This would mean at least 200*l.*, and most of this, only some eight or nine years previous to the farm being sold, as herein-after stated. This is exclusive of the improvements on the land. I calculate that my father during his tenancy spent on labour and materials hundreds of pounds. A good part of Gwern-ddwyryd used to be pure marsh-land. This my father thoroughly drained at his own expense, so that it is now equal to the best land in the neighbourhood, and there can be no doubt that the owners, Messrs. Huddarts, of Brynkir, benefited on the sale owing to my father's improvements to the extent of 1,500*l.* at least, for owing to the good farming it was looked upon as a model farm. We have never received a penny by way of compensation from the landlords, nor have they given us any assistance to carry out the above improvements. On the contrary, all they have done is to have gradually risen the rent as above stated. I have had an estimate made of the value of the buildings. It was absolutely necessary to have the buildings in order to enable my father to farm the place properly. On this question of building I am of opinion that the buildings and farms generally throughout the district are inferior and insufficient, and that there ought to be some means of compelling the landlords to erect proper buildings for the purposes of the farm, and that where they are erected by the tenant (as in my father's case), there should be a provision enabling him to recover from the landlord their fair value to him. I also think that the tenant should be made secure of his tenancy, so long as he cultivates the farm properly, and pays the rent.

Chairman—continued.

"And as to the rent I consider it very unfair that the tenant should be altogether at the mercy of the landlord, and I am of opinion that the tenant ought to have some voice in fixing a fair rent, either by means of arbitration or a land court, as in Ireland. I am not aware that there have been reductions, notwithstanding the period of severe depression from which farmers now suffer, and have for some years past suffered. I am not aware of a single case of permanent reduction in the rent, but some

Chairman—continued.

landlords have latterly allowed their tenants a discount, varying from 5 to 15 per cent. This allowance I consider altogether insufficient to meet the necessities of the case. Prices have fallen from 40 to 50 per cent., whilst wages remain pretty much the same, and as to the labour there is another fact that should be borne in mind besides, viz., that the hours of labourers are shorter than they used to be by two hours. They used formerly to work indefinitely, from early morning until late at night, the labourer's average day being from 5 a.m. to 8.30 p.m., but latterly, owing to an agitation amongst the labourers themselves the hours have been pretty generally shortened from 6 a.m. to 7 p.m. It would, in my opinion, have been impossible for the tenants to pay the rents as well as they have done had it not been for the saving way in which they live. As a rule, the farmer himself, his wife and children, work hard on the farm, and the children go without any wages until all the other payments have been made, the consequence being, that in nine cases out of ten, the farmer himself gets nothing, neither as wages nor as interest for the capital he has in the farm. I do not think either that there is any chance of getting a permanent reduction in the rents without the intervention of the law, because I believe a good many of our landlords have heavily mortgaged their property, and fix the rents high so as to cover the interest. I consider also that the tenants' complete dependence on their landlords produces an unhealthy state of fear and servility in the tenants towards their landlords, and a better system of land laws would, in my opinion, result in the development of a higher type of character in our farmers. I believe that this fear of their landlords is stronger in Wales than in England, because of the great attachment of the Welsh farmer to the land, and the great craving for land that exists in Wales. As an illustration of this I may say that there is a general feeling of being oppressed amongst the farmers, and they are very glad that the Commissioners are coming round to inquire into their grievances, but so great is their fear of their landlords, and so much do they feel themselves to be in their hands that very few of them dare come forward to give evidence, lest they should incur their landlord's displeasure. I know that this is the general state of feeling amongst them from my intercourse with a great many of my fellow farmers. A question very often put to me by my fellow tenants latterly, after it became known that I was going to give evidence before the Commissioners was 'Are you not afraid of your master?'

"There is very little fellow-feeling between the tenants and their landlords, who belong to an entirely different and distinct class which never mixes with the tenants' class. For my own part, though I have been at Brynefail 13 years now, I never saw my landlord except once, when he was pointed out to me at a cattle show. My landlord, Lord Harlech, is an Englishman, a Tory, and a Churchman, whilst nearly all his tenants are Welshmen, Liberals, and Nonconformists.'

"Lord Harlech resides most of his time, I believe, out of Wales, and transmits his business through his agent, Mr. Lawford, who is also an Englishman, living in Oswestry. Many of the tenants are unable to speak English.

"One consequence of the present sense of insecurity under which the farmer lives, in my opinion, is poorer farming, and a consequent deterioration of the land.

"No one in his senses would think of farming now as my father did many years ago."

Chairman—continued.

Lord *Kenyon.*

9724. When did you leave the farm you were speaking of, Gwern-ddwyryd?—February, 1880.

9725. Why did you leave that farm?—I went as a tenant of Brynefail-Ucha.

9726. Why did you leave the farm, was it because it was sold?—No, my mother is still there.

9727. So you are speaking for your mother?—Yes.

9728. You say the farm was sold, do you not?—Yes.

9729. When was it sold?—I believe it was 1886.

9730. Do you happen to know what the farm fetched at the sale?—It was not all sold, but the part that was sold was sold for 3,400*l.*

9731. How many acres did that represent?—About 12 acres were not sold.

9732. What was the acreage of Gwern-ddwyryd?—About 120 acres; I am not quite certain. I think that is about it.

9733. You say a tram-road was driven through the farm in 1856. Was that tramway a benefit to you?—None at all. It ran to a quarry.

9734. You received no compensation for that tramway?—None at all.

9735. Not from the quarry owner?—Well, I do not know if they paid for any damage done on the farm at the time; I am not quite certain of that; but as to receiving anything from the landlord we did not at all.

9736. Who put the tramway there, the quarry owner or the landlord?—The quarry owner.

9737. Your complaint would have been against the quarry owner then?—But we did not receive any reduction in rent.

9738. I mean for damage. You did not receive any reduction in rent in respect of the land taken away?—No. I am not quite certain whether the quarry owner paid anything. I do not know.

9739. You say you have receipts for 250*l.* paid in hard cash for building work. Could you specify what those buildings are?—A barn, a hay-house, and an engine-house for chaff, and a part was added to the house, and a good many other things besides; he made them quite at his own expense.

Lord *Kenyon*—continued.

9740. Did his landlord agree to his doing those himself?—Well, he referred to the landlord and asked him to do it, but of course he would not do it, and my father could not do without them.

9741. So he did them himself?—Yes.

9742. Your father also drained a large portion of the marsh-land?—Yes, a very large portion.

9743. At his own expense?—Yes, quite.

9744. On that you think Messrs. Huddart benefited at the sale?—I do.

9745. To the extent of 1,500*l.* at least?—Yes.

9746. Then you say you are not aware of a single case of permanent reduction?—No, I am not.

9747. You stick to that?—Yes.

9748. You say also: "I am not aware that "there have been reductions notwithstanding "the period of severe depression," but a little lower down you state: "Some landlords have "latterly allowed their tenants a discount "varying from 5 to 15 per cent." Those hardly agree, do they?—An allowance in rent.

9749. You do not consider an allowance a reduction. You meant a permanent reduction?—I meant the permanent reduction formerly.

9750. Do not you think that the hours of the labourers were unduly long when they lasted from 5 a.m. to 8.30 p.m.?—I do think they were.

9751. They are sufficiently long from 6 a.m. to 7 p.m.?—I believe so, if work is properly done.

9752. Have you ever heard of the case of children receiving wages from their parents other than in the shape of pocket money?—Well, I do not know of any.

9753. You mean not even in the good times?—No, I do not know of any whatever.

9754. Nor do I. You state there is great fear of the landlords. I presume that is not so in your own case, otherwise you would not be here. You are not afraid of Lord Harlech?—I hope he will not do any harm to me after being here, for I only meant to say what was right.

9755. I am quite sure he will not, if he is a reasonable man. You say you have never seen him except at a cattle show?—Not to my knowledge.

9756. Have you ever tried to see him? Have you ever been to see him?—No, never. I do all that is wanted with the agent, always.

9757. Have you anything to complain about on your present farm?—Not at all, only that the rent is too high.

9758. You think the rent is too high?—Oh, it is too high to meet the prices paid for the production of the farm at present.

9759. Have you had any reduction or abatement?—Yes, an allowance.

9760. This year?—Yes.

9761. How much?—15 per cent.

9762. Is not that sufficient allowance, do you think?—It is not near sufficient to meet the prices on the product of the farm at present.

Lord *Kenyon*—continued.

9763. You say that the fall in prices amounts to 40 or 50 per cent?—Yes.

9764. Do you think that is a case of this year, or does it look like being permanent?—It is worse this year than it has been, but we may say that they have dropped some years ago now very much.

9765. But taking one year with another, that would not represent the average fall?—40 to 50?

9766. Yes?—Not with everything.

9767. You say, take six or seven years, that would not be the average?—Perhaps it is a little more, taking all the stock into consideration.

9768. Pigs, for instance, have not fallen?—They have fallen, but very little. I think they are quite as high as ever, but that is the only thing just now.

9769. You think Lord Harlech is an Englishman, I suppose, because he does not talk Welsh. Is that the reason?—Well, I do not know much about his relationship at all.

9770. He has as long a Welsh pedigree as your own, I believe?—It may be so, I do not know, but he cannot speak Welsh; that is what I meant.

9771. I mean so far as the blood in his veins is concerned, there is a great deal of Welsh blood?—I know nothing about that.

9772. You say no one in his senses would think of farming now as your father did many years ago. You mean would not go to the expense that your father did?—Yes, just now, and besides that no one could if he had not a capital besides what he could earn from farming.

Mr. *Brynmor Jones.*

9773. You have mentioned that your father did a great many buildings himself upon the farm Gwernddwyryd?—Yes.

9774. Who did the necessary repairs to the farmhouse and the outbuildings?—The landlord rebuilt the house, but the part where the work was to be done, where the servants were working, was done very small indeed, so that it was very inconvenient, and to make it more convenient my father, at his own expense, added a part to that part of the house—quite at his own expense.

9775. When was that new house built, what year?—In the year 1869 and 1870. Well, this new part later on some years—I could tell you, but I cannot just at this minute, perhaps.

9776. What is the average size of the farms in that district for which you are speaking?—Some farms are very small, and the average, say about 200 acres, some bigger, perhaps; but these big farms have a lot of poor land with them.

9777. Is there much competition for a farm when it becomes vacant?—Oh, very much.

9778. Are there any small freeholders near here?—Yes, lately some have bought farms at public sales, a few, but very seldom before that.

9779. There are not many old freehold properties?—No, not very many old; very few.

9780. Do you think that the farmers during the last few years have been able to make any

Mr. *Brynmor Jones*—continued.

profit over and above the necessary expenses?—I believe otherwise, that they have run into debt or mortgaged their stock, if they have no means besides farming.

9781. You think that most of the tenant farmers are in debt to tradesmen?—Yes, I believe so.

9782. Do most of the tenant farmers in this district speak Welsh only, or are they able to speak English as well?—Well, the young tenants, most of them, can speak English, but the old tenants cannot. That is the rule, but there are exceptions to that rule.

9783. What language do the tenant farmers habitually use at home?—Oh, Welsh always.

9784. Even the young people?—Yes, there is no English spoken in the farmhouse at all.

9785. You have said nothing, I think, about the cottages for labourers on the farms. Are there plenty of cottages to be had at a reasonable price?—Yes there are at the villages I believe; not in the rural districts so many.

Mr. *J. M. Griffiths.*

9786. Do I rightly understand that this farm was sold twice?—No, not in my time.

9787. Only once?—Yes, only once. My father bought part of it, and sold it again at just the very same time. He bought it at that time, and he sold it to the one that bought the remainder; but he was not a tenant to anyone.

9788. You say that Gwern-ddwyryd farm was sold for 3,400*l.*?—Yes.

9789. Do you consider that was high or low?—Very high, it was sold; and that was owing to the farm being looked upon as well finished, as I have said in my statement.

9790. How do you make out that your father had spent 1,500*l.*? You give us an amount of 250*l.* and 200*l.*, but how do you make that he spent 1,500*l.*?—That is only in building alone. I did not make a statement at all of the drainage, because I could not.

9791. You mean the general improvements on the farm in draining, ditching, and hedging?—Yes, and walling.

9792. Did he do much walling on the farm?—Yes, he did much work.

9793. Expensive work? He had to dig the stone, I suppose?—Yes, he dug a good deal; he blasted them from rocks.

9794. Do you think people in this neighbourhood speculate on farms with a view to selling them again?—They have been doing so, I believe; well, with the view of making money out of them, whatever.

9795. Raising the rents after they had bought them?—Yes, but that is not lately.

9796. Do you think the land around here could be made to produce better crops if the tenants had security of tenure?—Yes, by far. I think they are going back now; they must be, because farmers have no capital to do what they ought to do on their farms.

Mr. *J. M. Griffiths*—continued.

9797. Did they ever have capital?—Well, they used to have much more than they have now.

9798. What would you consider a fair abatement of rent for this year, if you were a landlord yourself?—This year alone?

9799. Yes.—Well, I mean to say for this year alone we really could not pay any rent at all; only make the other payments. That is what I consider taking this year by itself.

9800. For what reason did the first landlord sell this farm, do you know?—The landlord died. The agent is here, and he knows better than what I do; I do not know; but it seems a great deal of the estate was mortgaged, and then I suppose they were compelled to sell. I do not know.

9801. You say that some of the farmers around them purchased some farms themselves?—Yes.

9802. Had they the money to pay for these farms?—Oh no, that is very seldom.

9803. Did they borrow the money?—Yes, they borrowed the money; perhaps they had a small part to pay.

9804. And some I daresay pay as much interest as they pay rent?—I am afraid they pay more.

9805. Then they are no better off after buying, except that they have security as long as they can pay. They were very much afraid of being turned out of the farms?—That is the reason they bought the farms.

9806. Well, this is a bad state of things. What remedy do you suggest?—Well, I am certain I do not know.

9807. How can they improve this state of things?—We must have, as I have said in that statement, I suppose, some way of having a proper rent put on.

9808. Who is to know how that rent is to be put on? How are we to settle it?—Well, that must be left to persons that have a better knowledge of things in general than I have.

9809. Do you think any man has a better knowledge of your own farm than yourself?—No, I do not. I mean now how to rent the farms in general; that is what I mean by saying that.

9810. You think a man should be paid for all permanent improvements he makes?—Well, if they are not expired.

9811. You would not call stone walls and building houses permanent improvements?—Of course those get older in times, and they get into ruin after some time.

9812. According to the number of years you have been on the farm?—Oh, those were not worse a bit when the farm was sold, not a bit, they were quite new, most of them.

9813. You think it is hard for a tenant to leave a place and leave his labour behind, and have nothing for it?—Yes, very hard.

Mr. *Richard Jones.*

9814. Have you a sheep walk attached to your farm?—I have, to my own.

Mr. *Richard Jones*—continued.

9815. Are those sheep wintered on the mountain?—No, down on the farm.

9816. Have you sufficient land to winter those sheep, or do you winter them out on farms?—My own farm is not so much of a sheep farm. I have a part of my own stock and a part I let for wintering.

9817. Now that sheep have fallen in price, is there any reduction in the wintering—so much per head?—The wintering keeps nearly as high.

9818. Although the price of the sheep has fallen?—Yes.

9819. And likely to be this next winter so far as you know?—So far as I know I believe something about the same.

9820. Is your farm arable or pasture chiefly?—Partly arable and partly pasture, and a great part of it is poor marsh-land, the poorest a crow ever flew over.

9821. Do you plough as much now as you used to do?—Yes.

9822. Much the same?—Much the same. If we do not plough our land it will stand, and it will go back in produce.

9823. Do you raise as much roots as formerly, or more?—Something the same since I have been farming, but farmers do more than they did then, some 50 years ago.

9824. Are you able to keep more stock now than you used to?—Well, I am. I have improved my farm very much.

9825. And consequently you are able to keep more stock?—Yes.

9826. Have you had any additions to the buildings in order to shelter this stock?—I have had a few.

9827. Did the landlord supply them?—Yes, but I did all the cartage. I believe our landlord always does it, but the tenant has to do the cartage.

9828. You said pigs now were far more profitable than any other stock. What about horses? Is there any attention paid to horse breeding here?—Yes, a great deal. The horses have not gone back as much as other things, but I think they have gone back a little.

9829. Are there any entire horse associations in the district?—What do you mean by that? Did you mean shows?

9830. Shows, or societies if you like, for travelling an entire horse?—No.

9831. The landlords have done nothing to encourage the better breeding of cart horses?—They have done nothing—if they do not call that doing anything—giving some prizes at the show. They have done nothing else, so far as I know.

9832. Do you find farmers ready to give up old ways, and go in for the most profitable methods of cultivating a farm?—The young farmers go after a new method, but the old ones, of course, will not come on very fast.

9833. They stick to old ways?—Yes.

9834. Has the standard of comfort amongst farmers improved? Are farmers generally clothed better, and, so far as their food is concerned, is it better than it used to be?—I believe it is about the same as in the olden times, but I do not remember very much back, but it is about the same, I think, as far as I can remember.

Mr. *Richard Jones*—continued.

9835. In the report of the Commission on the employment of children and women in agriculture there is a reference to Merionethshire, and it says, "The cloth they wear they weave from wool of their own growing, both men and women, the men a kind of frieze, and the women linseys." Is that the case now?—That is not the case now, but they weave their own wool sometimes, generally they do not. The stockings are generally made out of their own wool.

9836. You do not find men wearing suits of clothes made from wool from their own farms?—Oh, yes, sometimes, but that is not the rule. They are considered the best clothing, the strongest whatever for wear.

9837. It is considered the best because it is the cheapest?—No, I do not think that. It is not the cheapest now.

9838. But does it not last longer?—It does last longer.

9839. Well, it is the cheapest I should think?—I do not know.

Mr. *Seebohm.*

9840. May I ask you a few questions about the farm which your father occupied, and which your mother, as I understand, now occupies?—Yes.

9841. I think the acreage was 191 acres?—No, that is my own farm.

9842. What is the acreage of your father's farm?—About 120.

9843. Then had he a sheep-walk?—Not attached to the farm without paying rent by itself.

9844. Separate rent?—Yes, separate rent.

9845. Then you stated, I think, that Lord Harlech in 1869 rebuilt the house?—No. That was my father's place. I am under Lord Harlech.

Lord *Kenyon.*

That first one, Gwern-ddwyryd, is not Lord Harlech's farm.

Mr. *Seebohm.*

9846. I wanted to keep the two farms distinct, because there is rather a muddle in my own mind about it. Then who was the landlord of your father's farm?—Mr. Huddart.

9847. He was the person who purchased it?—No.

8948. Your father's house was not rebuilt at all?—Yes, it was.

8949. Then it was rebuilt in 1869 by Mr Huddart?—Yes, but my father had to do much to help him—very much.

9850. The hauling?—Yes.

Mr. *Seebohm*—continued.

9851. I was going to ask you how much the landlord spent upon the rebuilding of the house; do you know at all?—No, I do not know very well, perhaps 150*l.*, I could not say. I should think that a good sum.

9852. 150*l.*?—Well, perhaps; I do not know; even that I believe.

9853 Then the rent was slightly raised. I think you stated that the rent was raised in 1873. Was that in consequence of the building?—No, it was not in consequence of the building, I think.

9854. But the building had been improved in the meantime between 1870 and 1873?—Yes.

9855. And the rent was raised from 92*l.* to 102*l.*?—Yes, I think the rent was raised to all the tenant farmers the same.

9856. Then, in 1886, your father's farm, as I understand it, was sold for about 3,400*l.*?—Yes.

9857. Of that 3,400*l.* you consider that 1,500*l.* was due to your father's improvements?—Yes.

9858. That is a little less than half—nearly half—you know. Do you not think you must be a little exaggerating that?—It is less than half. That is, according to the statement of neighbours about. That is not my own statement.

9859. Then do you think that the farm was really only worth, without those improvements, something like 2,000*l.*?—Yes.

9860. Then could you tell us how much of the 1,500*l.* for improvements was in buildings of your father's?—I have stated in that statement. Say 500*l.*—something of that kind. I am not going into extremes at all.

9861. Then I wanted to ask you one question about this. You stated, I think, that the farmer now in these bad times gets nothing on his own capital?—No.

9862. You mean by that that he lives out of the farm—his family live out of the farm—but he has nothing to put by?—Nothing to put by. They work very hard on the farm, all of them. They keep much more hours than what the labourers do. They are obliged to work from early morning till late at night.

9863. They are still getting a bare living, and perhaps in a bad year. Do you think they lose anything out of their capital? Do they lessen their capital?—As I have stated, I think they lose in these years.

9864. Then just one word about the weaving. Are there many hand-looms still to be found in the farmhouses?—Oh, no; I never remember any at all.

9865. Then how is the weaving done?—There are small factories about the country.

9866. But you said that sometimes people wove their own cloth?—I did not mean that. They send it to the factories to be done. The work done on the farm is altogether gone now in this country.

9867. But in the old times it was done. How long ago would that be?—I remember doing it.

9868. How long ago had they had looms in their own houses—20 or 50 years ago?—Thirty years or something of that kind, I suppose.

Mr. *Seebohm*—continued.

9869. You said that sometimes they wove their own clothes; you did not mean that sometimes they had their own looms?—No; they send their wool to the small factories about the country to be done.

Lord *Kenyon.*

9870. There are some small "pandies" about the country, are there not, I think?—Yes; there are some still about.

Mr. *Seebohm.*

9871. Do they belong to the farmers or are they independent?—Yes; they are independent.

Sir *John Llewelyn.*

9872. Is Gwern-ddwyryd occupied by your mother now?—Yes.

9873. Who bought it?—Mr. William Jones, from Portmadoc here.

9874. When it was sold, did you make any claim for compensation?—I believe my father did with the agent. I do not know much about it, but I know very well he asked solicitors and others if he could get any, and they all answered he could not. He made inquiries of that kind. He had to pay every farthing to the landlord; he had to pay a quarter's rent, which was due then, when the farm was sold. He had to pay every farthing.

9875. Was the farm offered to you for sale?—It was at a public sale in this room.

9876.—Before that was it offered to you or your family?—My father tried to buy it the evening before the sale in Portmadoc, and there was some small sum between them, and the gentleman ordered him to come down the next morning, and when he came the next morning he was not allowed to see the gentleman; I do not know why.

9877. Do I understand from that that it was offered to you for sale prior to the sale in the market?—It was the evening before the sale and my father was down here with the gentleman in the "Sportsman Hotel."

Lord *Kenyon.*

9878. With the executors, that would be, of the late Mr. Huddart?—Yes; the sons and some solicitors. I do not know who the men were.

Sir *John Llewelyn.*

9879. Then there were some negotiations with regard to a private sale to you?—Yes, he tried to buy it, and he meant to do it the morning after, but he was not allowed to see the gentleman.

9880. Was it a question of price the day before?—It was a question of price the evening before.

9881. Have you any objection to tell us what the price was at which it was offered to you?—Indeed, I do not know. My father was there with the gentleman. I do not know at all.

Sir *John Llewelyn*—continued.

9882. What sum do you say it was that your father was paying prior to the sale, 102*l.*?—Yes.

9883. That is exactly 3 per cent upon the purchase money. It amounted to 3,400*l.*?—But the farm was not all sold. Twelve acres of about the best land was kept behind.

9884. Who bought that?—Well, a small portion of it was sold to Mr. Graves. The rest belongs to Mr. Huddart.

9885. Have your family purchased some part of the farm since then?—No, my father purchased about 12 acres at the time of the sale, but he sold it again to the man who bought the remainder of the farm.

9886. You are now living at Brynrefail?—Yes.

9887. That is Lord Harlech's?—Yes.

9888. With regard to Lord Harlech, do you know whether he keeps stallions for the use of his tenants?—Not in this part. I do not know if he does anything in any other part.

9899. Or a bull?—Not in this part.

Lord *Kenyon.*

2890. He keeps no bulls?—Not in this part. I am living in Carnarvonshire.

Chairman.

9891. I think before any more questions are put to the witness, I should like to call attention, as the Chairman, to one statement that the witness made. He said the farmers are "very "glad that the Commissioners are coming round "to inquire into their grievances, but so great "is their fear of their landlords, and so much "do they feel themselves to be in their hands "that very few of them dare come forward to "give evidence lest they should incur their "landlord's displeasure," and that was further accentuated by a question put by Lord Kenyon, who said, "You state there is great fear of the "landlords. I presume that is not in your own "case, otherwise you would not be here. You "are not afraid of Lord Harlech?" The "answer to that was, "I hope he will not do "any harm to me after being here, for I only "meant to say what was right." Then Lord Kenyon made an observation, with which, I think, all the Commissioners entirely agree, and it was a very proper observation, in my opinion. "I am quite sure he will not, if he is a "reasonable man." (Applause.) We can have no manifestations of feeling before the Commissioners. I think it my duty, after this, to state that we have come here with the determination to do our duty without favour or affection of any sort or kind. We have come here to do the best we can to probe this great question to the bottom, and though we do not for one moment think, as I have said before, that any landlord would act in this way, yet, at the same time, we cannot shut our eyes to the fact that such a thing might occur in an individual instance. Therefore, I think it is my duty, as the Chairman of the Commission, to read

Chairman—continued.

section 2 and section 4 of the Act for the Better Protection of Witnesses who give evidence before any Royal Commission or any Committee of either House of Parliament, or on any other public inquiries. Section 2 is, "Every person "who commits any of the following acts, that "is to say, who threatens, or in any way "punishes, damnifies, or injures, or attempts to "punish, damnify, or injure, any person for "having given evidence upon any inquiry, or "on account of the evidence which he has "given upon any such inquiry, shall, unless "such evidence was given in bad faith, be "guilty of a misdemeanour, and be liable upon "conviction thereof to a maximum penalty of "one hundred pounds, or to a maximum im-"prisonment of three months." Section 4 is, "It shall be lawful for any court before which "any person may be convicted of any offence "under this Act, if it thinks fit, in addition to "sentence or punishment, by way of fine or "imprisonment, to condemn such person to pay "the whole or any part of the costs and ex-"penses incurred in and about the prosecution "and conviction, for the offence of which he "shall be convicted, and upon the application "of the complainant, and immediately after "such conviction, to award to complainant any "sum of money which it may think reasonable, "having regard to all the circumstances of the "case, by way of satisfaction or compensation "for any loss of situation, wages, status, or "other damnification or injury suffered by the "complainant through or by means of the "offence of which such person shall be so con-"victed, provided that where the case is tried "before a jury such jury shall determine what "amount, if any, is to be paid by way of satis-"faction or compensation." I have only to say that we do not think for one instant that any of the landlords would be hard on the tenants for giving any evidence before us; but if such a thing comes before our notice, if an individual case should come before our notice, it ought to be well known that we should not hesitate at once to put the law in force.

Questions put in. This question is put by Mr. William George: "As to horses, is it not a "fact that they must be kept on hand some "years before they can be sold at a good price?" —I suppose that means that you cannot sell a horse until he is five years old?

Mr. *Richard Jones.*

Until he is five years old.

Lord *Kenyon.*

It depends upon the sort of horse.

Chairman.

9892. Is it a fact that no horses are saleable before they are five years old?—Yes, they are, but they must be five to get the highest price possible for a horse.

Lord *Kenyon.*

9893. I suppose that refers to agricultural horses?—He is not of full value as a horse until he is five years old.

Chairman.

9894. "Do not farmers find it difficult owing "to the depression to so keep them, and do not "they sell them at any price that they can get in "order to pay the rent?"—I am afraid that may be the case in a good many instances; something of that kind, not more with horses than anything else.

9895. A question put in by Mr. Owen Wynne, "May I ask how much a year you make by the "wintering of sheep?"—Well, according to the size of the farm and the nature of the farm. They pay from 3*s.* to 4*s.* a head.

9896. From 3*s.* to 4*s.* a head for wintering them?—Yes, that is the average; that depends according to the nature of the farm.

Lord *Kenyon.*

9897. How many could you winter on your farm?—On my farm close upon 200.

Chairman.

9898. Questions put in by Mr. Vincent. "Had "not 1,000*l.* been spent in repairs by your land-"lord on Gwern-ddwyryd?"—Oh, no.

9899. "Does not Lord Harlech visit this "district and actually live at Oswestry on the "border?"—Well, he visits about here sometimes, I believe, but I do not recollect that he has been round my place.

Lord *Kenyon.*

9900. He would come to Glyn, I suppose you mean?—Yes, I believe so, I do not know much about that because I live up in Carnarvonshire, some distance from here, towards Carnarvon.

Chairman.

9901. "Upon what authority do you say that "the majority of landowners are mortgaged?" What evidence have you to make you think that there are mortgages on most of the properties?—I believe that they would meet the farmers if they could, but I am afraid they cannot possibly do it, and I know of some cases—that is the estate, as I have said, of Mr. Huddart's—they were mortgaged, as the condition of sale shows.

Chairman.

9902. (*Addressing Mr. Vincent.*) Would you put that question about his own landlord? I should hardly think that would be a question to put.

Mr. *Vincent.*—I know his own landlord has no objection to the question.

Chairman.

9903. "Do you allege this of Lord Harlech?"—No.

Chairman—continued.

9904. You have no knowledge of that?—Oh, no, I did not mean him.

9905. "Did not Messrs. Huddart redeem the "land tax in 1819, and was not that for the "benefit of tenants?" Do you know anything about that?—I know there was no land tax to be paid on Gwern-ddwyryd. That is all I know.

9906. "Do you think that the majority of "farmers hereabouts begin business with suffi-"cient capital?" Do you think that the majority of farmers have got money enough to start farming with when they begin?—I am afraid some do not have enough perhaps.

9907. They start on very little money, some of them?—I believe so. Well, most of them are sons of the farmers, and now they cannot give very much to their sons when they leave their homes, for they have no money to give them.

9908. Their fathers and mothers go security for them?—Yes, certainly.

9909. A question by Mr. Vincent. "Did not "you or your mother or some member of the "family buy a plot of 12 acres?"—My father bought 12 acres.

9910. "After the sale for 600*l.*" Was that the price paid for it, do you know?—Yes.

9911. "Such plot being now let at 5*l.* per "acre." Do you happen to know if that is the rent of it?—No; this plot was let; my father sold this plot as I have stated before to Mr. William Jones, who bought the remainder of the farm, and he took all of it in one farm as before.

9912. But do you know whether this plot now is let at 5*l.* the acre, whether they get 5*l.*?—That plot is not let at all now, it is in my mother's possession.

9913. Your mother keeps it?—Yes, I believe the question goes to this: my mother lets a good part of the farm by auction, but this part of the farm happens not to have been let. It is ploughed land, this part which my father bought.

9914. "It is not suggested that this rent is "too high, but it is suggested that you were "allowed to buy below the market value," that the 600*l.* was not quite enough for the land, is that the case?—No, I believe it was quite enough for the piece.

9915. You think it was the fair market value?—Yes.

9916. You have no reason to think otherwise?—No, I cannot see the otherwise.

9917. Do you know that the rent of the farm as it stood in the year 1813 was 118*l.*?—I have not got the note as to it in my possession now. I thought I was to give evidence at Pwllheli, so I did not bring it; but a good part of the farm was taken from the farm. The farm is not as it was when my grandfather first came in; it is smaller.

Chairman—continued.

9918. But do you know anything about the state of the farm in 1813?—Oh, it was in a very poor state.

9919. Do you happen to know whether the rent was 118*l.*?—I can give you the receipts.

9920. Perhaps you can send that in?—Yes, I can, but I have not got them in my possession now.

9921. It is as to the state of the farm in 1813, if you wish to make a note of that. Mr. Vincent asks: "You say that you let 'wintering.'" That is when the sheep come down, I understand?—Yes.

9922. Mr. Vincent asks first: "Whether you take the best price you can get, or whether you make an abatement?"—We take the best price we can get, of course.

9923. Secondly, "Whether if a land court were established, you would make sub-lettings subject to it"; that is, subject to the court?—Subject to the rules of the court, I suppose.

9924. If a land court were established, would sub-lettings be subject to the court?—Yes, I suppose they ought to be.

Mr. *Seebohm.*

9925. May I ask about this underletting by auction. You said that your mother underlet part of the farm by auction. I do not quite understand what that means. Do you mean for the whole year, or simply for sheep?—For about six months. She lets it for wintering sheep the remainder of the year.

9926. But she does not underlet the whole farm?—No.

Lord *Kenyon.*

9927. Would you mind telling me how much she lets by auction; what proportion of the farm?—Two-thirds of it, I should say.

9928. Can you tell me what rent she got for that last year?—For that part of the farm?

9929. Yes?—I could afterwards; I cannot just at this minute.

9930. Would you send that in at the same time as you send in the others?—Yes.

9931. I understand you that the remainder of the farm she lets as wintering, or is it the same part?—She lets the whole part of the farm as wintering. In the course of the summer she lets by auction about two-thirds of the farm.

Lord *Kenyon*—continued.

9932. Could you tell me at what price it was sold? You say that you sold back that portion to Mr. William Jones, I understand?—He did not make any advantage on it at all. The only thing was that he took the whole farm as a tenant; he had no advantage at all, he had it for the very same penny.

9933. The same price?—Yes.

Mr. *Griffiths.*

9934. How far from you does Mr. Oakley live?—Some good distance.

9935. Does he not keep entire horses nor bulls for the use of the tenants, does he?—I live in Carnarvonshire, some seven miles from here, towards Carnarvon.

9936. Do you keep a dairy farm?—Well, I keep cows.

9937. How many do you milk?—About 12.

9938. Do you find any difficulty in getting dairymaids now?—The wives of the farmers are always the dairymaids in this part if there is a wife.

9939. Who does the milking?—The female servants do the milking as a rule, with a boy with them.

9940. Do you find any difficuly in getting female servants to milk?—Yes, they are very scarce.

9941. Mr. Lleufer Thomas, in his report, says, "Neither labourers' wives nor servant girls work "out in the fields at any time of the year, not "even in harvest. Their duties are entirely "confined to the limits of the house, dairy, and "farmyard"?—That is not quite the case in our part, for women do go out for the service, but not near so much as I remember.

9942. "There is also difficulty in obtaining "good dairymaids, though perhaps it would be "well to say that the supply of girls for general "farm service is short. It is the trained and ex-"perienced girls that are scarce, as the best are "drafted into domestic service in England by "visitors who come to the Welsh coast in the "summer time." That is what this report says?—Yes.

Re-examined, 17,655.

Mr. William Watkin called and examined.

Chairman.

9943. You are agent to whom?—The trustees of the late Mr. Huddart.

9944. What do you want to tell the Commissioners?—I want to contest the evidence given by the last witness, Mr. Owen Hughes.

9945. The agent for Mr. Huddart?—Perhaps it would be the trustees; one of them is Mr. French.

9946. What do you want to say?—In 1813 I found by the record that the rent of Gwern-ddwyryd and Cae Canol was 118*l.* 18*s.* In 1816, when the late Sir Joseph Huddart came to the property, he made a reduction of 30 per cent. all round on the estate. In 1819 he redeemed the land tax of the estate; he paid 900*l.*, I believe, in a round sum for it, and did not charge the tenants any interest for the land tax, so that it was redeemed; and in 1819 he bought Llwytmor, which was a large tract of common, and that has given the tenants a right of turning sheep on it, so much according to the rents; they keep, I should think, as many as 800 or

Chairman—continued.

900 sheep between them; he did not charge anything except a little interest for the walling; a little interest, I think, they paid for that, and then I found that the grandfather of Mr. Owen Hughes came to Gwern-ddwyryd in 1822, and Cae Canol was separate from it at the time. He paid 74*l.* for it without Cae Canol. Afterwards they took Cae Canol; that was a small farm adjoining Gwern-ddwyryd, and then gave it up. The long and short of it is this: In 1873, when the prices were very high, a slight addition was made to the rents all through, making the rents for Cae Canol and Gwern-ddwyryd at that time, 102*l.*, which were not raised anything in Cae Canol, but keeping Cae Canol separate, so in fact on the whole, there was no addition to the rent at all between the two. If you put together 28*l.*, which was the rent of Cae Canol before he got it, and 74*l.*, it will make 102*l.* The estate has spent 1,000*l.* at least in repairs of that place. We paid more than 200*l.* for slates alone. It is like a village. If you pass along Cae Canol you will see it is.

Sir *John Llewelyn.*

9947. Since 1872?—Since 1822, when Owen Roberts went there. So things went on till 1885. Mr. Huddart died in 1885 and left all the property to be divided between all his children. So the things were left according to the will; they were bound by the will, and to invest the money. I need not go into that. The trustees were handicapped one way and the other; they felt very sorry for the tenants, so the night before the sale they gave Mr. Hughes an offer under my valuation. The trustees said, "We "are willing you shall have it on this valuation," and he refused to take it.

Lord *Kenyon.*

9948. Upon your valuation?—Yes, 2,250*l.* for one lot; and he refused to take it.

9949. Was that for Cae Canol or Gwern-ddwyryd?—For Gwern-ddwyryd and all the buildings, 2,250*l.* There were three small lots. That is my valuation for one, and 2,700*l.* for the three lots, which Mr. Hughes said went for 3,400*l.* at the sale. This was the night before the sale, and he declined to take it. The trustees thought they were justified in selling at my valuation, but then, on the morning of the sale the auctioneer objected to sell anything privately; he said it would damn the sale, and that is why they would not see him. Then there was a portion between the three roads which is the most desirable. My valuation of that was 900*l.* On the morning of the second day's sale before going into the room, I sold it privately to Mr. Hughes for 600*l.*, and we sacrificed 300*l.*, for him on account of his improving it. I know that he had spent some money on the farm in improving it; so we consider we allowed him 300*l.* in those lots, and I understand Mrs. Hughes has been letting for the summer months some of that land at 5*l.* an acre, and reserving it for the winter for the sheep.

Chairman.

9950. Then you have the same figures as Mr. Hughes has?—No.

Mr. *Brynmor Jones.*

He said he was going to contest Mr. Hughes' evidence.

Chairman.

9951. Yes. Your figures correspond?—We gave 300*l.* to him.

Sir *John Llewelyn.*

9952. You sold for 600*l.* that which you valued at 900*l.*?—Yes, which I valued at 900*l.*

Chairman.

9953. Then all the difference is this. You say your valuation of the property was 900*l.* and the trustees sold at 600*l.*?—Yes; but the trustees would not sell at my valuation.

9954. You say your valuation, as a practical man, was 900*l.*, and his valuation of the land as a practical man was 600*l.*, and the trustees sold for 600*l.*?—Yes.

9955. So there was a difference of 300*l.* between you?—Yes; but Mrs. Hughes has let some of that land in the summer months at 5*l.* an acre: it was good land.

9956. He tells us his mother does not let it at all?—No, not this year.

Mr. *Brynmor Jones.*

9957. He ought to know better than you?—The auctioneer is here. He can say what it is let at. I have seen it let myself.

Mr. *Seebohm.*

9958. The question I was going to ask you was this. I took it from your evidence you admitted that the trustees were obliged to sell in 1885?—Yes; 1886.

9959. They felt that under the existing law it would be a damage to the tenants that they should sell?—Yes.

9960. Because they would not get the proper allowance for these buildings and things which they had made. All the evidence which you have given is to show that the trustees were not to blame in what they did, but that the law was to blame for not giving them sufficient compensation for himself?—I beg your pardon, but that meant all the buildings.

9961. But then we had it in evidence from Mr. Hughes?—But I can prove it. I have documents to prove that we paid for the buildings.

9962. Yes, he admitted that; but he also said, in addition to the buildings which you had put up he had to put up a barn, a hay shed, and an engine-house?—No, I beg your pardon. I had never seen the place without a barn. I had seen it long before him.

9963. Yes; but the barn was not sufficiently large, he said?—Well, he merely removed one little bit, one wall; but then we gave him the

Mr. *Seebohm*—continued.

materials to make a large roof on it—the slates and timber; so he merely removed one side.

Chairman.

9964. He said he had receipts for close upon 250*l.*, paid in hard cash for building-work and material supplied; and, in addition to that, his father did the blasting, haulage, and cartage at his own expense. Do you deny that?—Oh, I deny that. We always pay for the buildings and material, except the haulage. That is a different thing.

9965. Yes; he said he did the haulage; and besides that, he says he spent of his own money 250*l.*, which he has receipts to prove?—Not the buildings.

Mr. *Seebohm.*

I think it is a valuable admission on the part of the agent that, though he wishes to show that the trustees did not do anything wrong, he at the same time admits, as I understand, that the law did not give sufficient compensation for improvements.

Chairman.

9966. [*To the witness*]. That is so?—Did not allow them as trustees?

9967. Yes?—Yes.

Chairman.

9968. This is a question sent up by Mr. William George, "As to the sheep-walk?" You remember the sheep-walk?—Yes.

9969. "Was not a separate rent charged for this?"—Merely the interest of the money for building the wall; that is all.

9970. "Was not a separate rent charged for this?"—That is so. 15*l.*

9971. There is a receipt in the book; 15*l.* 5*s.*—Yes.

9972. Then a separate rent was charged for the sea wall?—Yes, quite right; not upon one farm, but for the whole estate.

9973. "Were you with Messrs. Huddart the night before the sale?"—Yes.

9974. "When the tenant was told to call again in the morning?"—Well, I was not there when Hughes left. My train went before he left.

9975. You were not with Messrs. Huddart the night before the sale, when the tenant was told to call again in the morning?—I did not hear them. I was there the night before.

9976. Did you hear the tenant told to call again in the morning?—No.

9977. You have no remembrance of that?—No.

9978. "On the day of the sale was any offer made to him to buy?"—No; because the auctioneer declined to see anybody before the sale.

9979. Then the answer is, when he was there the day of the sale, no offer was made to him to buy?—Yes.

Re-examined, 11,518, 17,288.

Mr. John Roberts recalled and examined through an interpreter.

Chairman.

9979*a*. Your evidence last night, Mr. Roberts, was this. You said, "I suffer a good deal from "the game. My landlord, Mr. Poole, Carnarvon, lets the shooting to Mr. Samuel "Pope, Q.C., who sub-lets it to Mr. Kirby, who "re-lets one portion to Capt. Corderer, and "another portion to Lord Harlech. Although "I have a right to the rabbits, yet I fear the "consequences of making use of my rights." Then you said you had received a "threatening "letter from Lord Harlech"; those are the words which are down here, and this is the letter which is put in. [*Showing it to the witness.*]

9980. "October 5th, 1892. Lord Harlech to "Mr. John Roberts. Sir,—I have had a report "from my keeper, Edwards, as well as that "from you, respecting the occurrence on the "race-course last Monday." What was the occurrence on the race-course?—I met the keepers there, and I claimed the rabbits from them.

9981. Carrying rabbits, were they?—Yes. They told me that they had a right to the rabbits; to come there and catch them; and I had no right to them, and he asked me if I was paying any rent for the race-course, saying that it was his land.

Chairman—continued.

9982. Who pays rent for the race-course?—I do, saying that it was land of Edwards, the keeper, and that he had a right to come there.

9983. Anything further?—Saying again, that I had no right to the rabbits at all. When I came to the place first of all, Mr. Lawford offered me a pound for the rabbits.

Sir *John Llewelyn.*

9984. A pound a year, or what?—Yes; a pound a year.

Chairman.

9985. For the privilege of shooting the rabbits?—Yes.

9986. The entire privilege of shooting?—Yes. Mr. Lawford himself, for Lord Harlech, and the keepers; an exclusive right to them. I believe that Mr. Lawford took the rabbits in the same way from the previous tenant, and paid for it.

Sir *John Llewelyn.*

9987. A pound or two?—A pound or two.

See 17,604. 9988. This was an offer?—I declined to let it to Mr. Lawford for the pound a year.

Mr. Brynmor Jones.

If it had been so, that would have been unlawful under the Ground Game Act.

Sir *John Llewelyn.*

9989. You did not accept his offer?—No; I declined his offer.

Chairman.

9990. Are you aware whether, under the Ground Game Act that agreement was illegal?—This happened 11 years ago.

Lord *Kenyon.*

9991. Was this offer to include the land as well as the shooting?—No. It was understood that he had a right to go over the race-course for the game.

Chairman.

I think the Commissioners quite understand it. As I understand, they offered him 1*l.* for the exclusive right of shooting the rabbits which he found, and which besides was illegal under the Ground Game Act of 1880.

Mr. *Brynmor Jones.*

9992. I do not quite follow what the keeper said on the race-course?—They said that I had no right to the rabbits.

Lord *Kenyon.*

9993. Was it to the rabbits that the keeper had in his hand, or was it to the rabbits on the place?—The rabbits on the race-course generally, not those in his hand.

Chairman.

9994. When did this occur?—About a day or two before the date upon that letter, the 5th October.

Chairman.

I will read the letter:

"Brogyntyn, Oswestry,
Sir, October, 5th, 1892.

I have had a report from my keeper, Edwards, as well as that from you respecting the occurrence on the race-course last Monday. You seem to be quite ignorant of the law as to a tenant's rights to ground game, and your behaviour was extremely illegal, and you rendered yourself liable to punishment. However, I am quite disposed to believe your conduct was through ignorance of the law. I exercise my rights to the game and rabbits there from Mr. Pope, who derives his right from your landlord, Mr. Poole. Your best course will be to see Mr. Pope at Hafod-y-bryn, who, being not only a sportsman but a lawyer will be able to inform you what a tenant's rights respecting ground game are, and if you stick to them there will be no occasion for difference between you and me. The sooner you see Mr. Pope the better.

Yours faithfully,
HARLECH.

To Mr. John Roberts,
Cefntreforfawr."

9995. Then I have a letter put in from Mr. Joseph Hood. Who is Mr. Joseph Hood?—One who took the farm before Mr. Corderer, the occupier of Maesyneuadd Hall, previously to Mr. Corder the present tenant of the farm.

9996. Is Mr. Hood in the room?—No.

9997. I do not think we need bring in this letter at all, it has nothing to do with it?—Very well.

The witness withdrew.

Chairman.

Is Lord Harlech's agent here?

Mr. *Lawford*: Yes.

Chairman.

Do you want to say anything on this?

Mr. *Lawford*: Yes, I should like to tell the Commission what I know of it.

[As Mr. Lawford passed to the witness-box he paused to speak with the witness Roberts.]

Chairman.

We cannot permit any communication between the witnesses.

Mr. WILLIAM ROBINSON LAWFORD called and examined.

Chairman.

See above. 9998. Do you want to say anything about this shooting of rabbits?—I have not the management of Lord Harlech's game, but I happen to know what took place, and I thought it would be well that what I have to say about it should be known at once.

Chairman—continued.

9999. How do you know anything about it, by hearsay?—Lord Harlech told me himself.

Mr. *Brynmor Jones.*

10,000. But Lord Harlech was not present at this interview on the 3rd August?—No, but he

Mr. *Brynmor Jones*—continued.

told me about the transaction; he told me he had written to Roberts about it, and I also heard from the keepers. The keepers had often spoken to me about Roberts previously. I only want to tell you what I know about it. In the first instance I believe Mr. Roberts is wrong in saying that Mr. Kirkby has anything to do with shooting; I believe he has nothing whatever to do with it. I think Mr. Pope takes direct from Mr. Poole, and Lord Harlech exchanges direct with Mr. Pope. I believe Lord Harlech maintains that he has a right to shoot the rabbits conjointly with Mr. Roberts—a concurrent right. Lord Harlech does his best to keep down the rabbits on the adjoining farm. Mr. Roberts has harboured a great lot of rabbits there simply and solely, I believe, for the purpose of letting it for shooting purposes. I would not swear to it, but I believe it is the fact. I think there are gentlemen in the room who can prove it if you wish it. I am only speaking from memory; I believe I paid Mr. Roberts 1*l.* some years ago;

Mr. *Brynmor Jones*—continued.

it was simply and solely for the purpose of destroying these rabbits, nothing else—for no other purpose—so that they should not breed there and trespass upon Lord Harlech's adjoining property. I will tell you what I said to Roberts just now—that he ought to have told you that he had let this land for shooting purposes, and I thought the fact that he had received a shooting rent for it would have come better from him than for me to have to tell you. I believed he received that rent from Mr. Hood, late of Maesyneuadd.

Chairman.

10,001. We are much obliged to you for this information, but I do not think it throws very much light upon it. All you can tell us is that this gentleman let the rabbit shooting on his farm, that is all?—He used to let it. Lord Harlech merely wanted to get the rabbits destroyed.

Re-examined, 17,604.

The witness withdrew.

Mr. John Roberts recalled and further examined through an interpreter.

[The evidence of the previous witness was read by the shorthand writer and translated into Welsh by the interpreter.]

Chairman.

10,002. What do you desire to say upon that?—I cannot remember everything that has just been translated to me.

10,003. You can answer in any order you like?—It was the first year that I came yonder that Mr. Lawford offered me 1*l.*; he never paid me a halfpenny.

Mr. *Richard Jones.*

10,004. Did Mr. Lawford ever complain to you for harbouring these rabbits?—No, never; he had no cause to complain; there were no rabbits there.

Mr. *Brynmor Jones.*

10,005. Are you quite certain that the keepers on the racecourse asserted that you had no right to take or kill the rabbits at all?—Yes, I am certain of that; and I have two witnesses if I only knew that they would be wanted.

Mr. *Brynmor Jones*—continued.

Chairman.

10,006. There is a question by Mr. Vincent, "Why did you claim the rabbits from the keepers?"—Because they were there catching them with ferrets and nets.

10,007. Is Mr. Vincent "right in suggesting "that you claim an exclusive right to the "rabbits?"—I thought I had the right to refuse to allow anyone to come on my land to net the rabbits. It was not according to the agreement.

10,008. You deny the existence of a concurrent right in the land; you think the landlord has no right to kill the rabbits on your farm?—He ought not to have the right at any rate.

Professor Rhŷs.

10,009. You mentioned an agreement. Have you got it?—No, I have not got the agreement with me.

The witness withdrew.

Mr. Richard Hughes called and examined through an interpreter.

The interpreter read the following statement of the witness:—

"Mr. Richard Hughes, Portmadoc, Corn Merchant, will prove—

"I am a corn merchant and farmer.

"I have had 30 years' experience of Welsh farmers and farming, and wish to speak as to the effect of the present high rents, on their condition, and the condition of the country generally. I know intimately nearly every farmer for four or five miles round, and have been doing business at one time or another with most of them, and know their circumstances and feelings well.

"I believe that the bulk of these farmers are in a state of great and chronic distress. Their first consideration is to pay their rents. They are only able to do so (1) by dint of hard working,

pinching themselves and their families; (2) by the indulgence of their other creditors. I know that tradesmen have to wait for years without their bills because farmers are unable to pay them. I think that it is unjust that landlords, at the expense of tradesmen, should be able to charge rents which keep their tenants on the verge of poverty all their lifetime. Of late years the prices of cattle and corn have fallen from 30 to 50 per cent. And as to corn (of which I would speak more particularly), it seems to me that the prices are likely to fall lower still. I attribute this fall off partly to foreign competition. I sell a ton of foreign stuff for every sack of home produce, *i.e.*, the proportion of home produce to foreign produce in the market is 1 to 10.

"The fact is, very little home corn is now sold except for the purpose of seeding. The reason of this is that foreign corn is cheaper. The bulk of the Welsh farmers' live stock consists of cattle. These he is obliged to sell for anything he can get before they are in a state to command a good price in order to get cash to pay his rent. I know a case where a farmer took 12 heifers to a recent fair. He failed to effect a sale, and he told me that he had a stack of hay worth 100*l.* at home, which he would have to give to the heifers, and that he would not get 100*l.* for the lot in the end.

"I consider that something must be done to relieve farmers of the present rents, and to fix them in their tenements, and to secure compensation for their improvements.

"Farmers generally are too timid to come forward to prove these facts, but they are true nevertheless."

Sir *John Llewelyn.*

10,010. This is not a corn growing district, is it?—No.

Mr. *Seebohm.*

10,011. In stating that nine-tenths of what is sold in the market is foreign, do you mean what you yourself sold?—Yes.

Mr. *Richard Jones.*

10,012. Do you think that the farmers at present deny themselves of things that they used to have years ago—do they live harder?—I believe so.

10,013. Is there as much stock on their farms as there has been?—I believe so; perhaps more cows and sheep than formerly.

10,014. Is that in consequence of raising less corn?—No, because they cannot get a market for cows and sheep.

10,015. Then they hold their live stock on because prices are so low?—They keep their stock now because they are unable to sell their stock for any price whatever.

10,016. How are they going to keep them over the winter?—I cannot say indeed.

Mr. *Griffiths.*

10,017. Do you think the tenant farmers of this neighbourhood are much indebted to the tradesmen of the towns?—It is rather a delicate thing to mention, but I am afraid it is so; in fact I know it is so.

10,018. You say that they pinch themselves; how do you explain that?—They have to work hard and they have to live economically, the same men whom I have known for years.

10,019. Do you occasionally advance money to farmers before they bring in their produce to you?—Yes, I have done so many times, often.

10,020. On what ground do you think corn may yet be lower?—I do not understand that I said so.

10,021. You say that corn will yet be lower?—Well, it is very low now.

10,022. And "to all appearances will be still lower," you say?—Well, it looks like that whatever.

10,023. Do the farmers of this district buy more corn and food with you than they sell?—Many of them at any rate.

10,024. Have you any remedy for this distress?—The only thing is to try and get some other means whereby farmers can live better. At any rate the wages of the labourers cannot be lowered, and the rates cannot be lowered.

Lord *Kenyon.*

10,025. Do you mean that?—Yes; I do not see any signs that local rates are going to be reduced.

Mr. *Griffiths.*

10,026. Supposing the landlord should pay part of the rates; would that be any good?—Yes, it would be a great deal of good so far as it would go.

10,027. You do not think the labourers are having high wages now, are they?—No, I do not think so.

10,028. Then we cannot get any reduction in that sense?—No, it is impossible, I believe.

10,029. I suppose if they cannot get the wages on the farms they can get the wages in the neighbouring quarries, and the farm wages must follow, is that the case?—Yes, that is so. They must have the same wages almost as those of quarrymen.

Lord *Kenyon.*

10,030. There is not much corn grown in this district, is there?—No.

10,031. You do not buy much corn in this district?—A little within a radius of five miles of this town.

10,032. Oats and wheat and barley?—Oats and barley.

10,033. Would you be in favour of labelling foreign produce?—Yes, that would be a very good thing.

Chairman.

10,034. A question is put in by Mr. George Owen, "What do you pay your workmen per "day, and for how many hours per day do "they work"?—22*s.* a week, and they work for about 12 to 13 hours a day or thereabouts.

Mr. *Griffiths.*

10,034. As you are a corn merchant, do you sell any artificial manure as well?—No.

The witness withdrew.

Mr. Wm. Cadwaladr Williams called and examined through an interpreter.

The interpreter read the following statement of the witness:—

"Evidence of Mr. William Cadwaladr Williams Junior, Beudy Mawr and Tanygrisiau Isaf, Festiniog.

"The evidence of witness will be chiefly as to the occupation of a farm held by his father. The farm is called Tan-y-grisiau Isaf, and is in the parish of Festiniog. The owner of the farm is Lord Harlech.

"The tenant of this farm some 40 years ago was one Cadwaladr Williams. About that time he gave it up, and it was let to his brother John Williams and his son William Cadwaladr Williams. John Williams used to let the farm in small holdings, and although the rent of the whole was high, the occupiers of the small holdings were rack-rented to a much greater extent.

"The rent of the farm was 56*l.* One could keep 12 cows upon it, and during the summer 150 sheep. But as the place is very cold and high, they have to be taken away during the winter and 3*s.* or 3*s.* 6*d.* per head paid for their pasturage.

"The house in which Mr. W. C. Williams lived was very poor. The light could be seen through the slates and the roof, and during the winter the snow would cover the beds. The house stood between three small streams and if these were very high, it would be impossible to reach the house. Mr. W. C. Williams applied several times for a new house as the doctor said it was unfit for any one to live in. He attributed the death of one of Mr. W. C. Williams's daughters to the condition of the house. Lady Harlech and Mr. Lawford (the agent) came to see the house. It was suggested to Williams that he should build, and he was promised timber and slates, but he was unwilling to do anything unless security was given him for compensation if he had to leave. However, in 1881, a new house was built on a 60 years' lease, ground rent 30*s.* At this time also W. C Williams built a hay shed and a cow-house. In 1891 he was served with a notice to quit. He wrote to the agent asking him to let him the farm again, but he failed to be allowed to continue as tenant. The house is useless except to persons who can put their animals on the land. The sums spent by Williams are as follows:—

	£
House - - - - -	220
Cowhouse - - - -	50
Other buildings - - -	20

"The house would not if sold in a forced sale perhaps fetch more than 120*l.*, and the agent has refused to compensate Williams for building the other buildings.

"Being a shopkeeper at Tan-y-grisiau, I can also give evidence as to the way in which farmers have run into debt during the last few years."

Lord *Kenyon.*

10,036. I do not quite understand this passage: "The tenant of this farm some 40 years ago was "one Cadwaladr Williams. About that time he "gave it up, and it was let to his brother, John "Williams." Was it his brother, John Williams, who let the small holdings that you say were rack-rented?—Yes.

10,037. Was that your uncle?—Yes.

10,038. What is the house that you refer to in which Mr. W. C. Williams lived?—Beudy-mawr.

10,039. Is that the same house that you referred to before?—The old Beudymawr was taken down, and my father has built another house on a lease under the same name.

10,040. Will you tell me when Lady Harlech and Mr. Lawford visited the house?—I cannot say for certain, but that was the only time Lady Harlech came. Mr. Lawford is here, perhaps he can remember.

10,041. You could not tell me which Lady Harlech it was who visited?—I believe it was the Dowager Lady Harlech.

10,042. You said a house was built on a 60 years' lease, was that by your father?—Yes.

10,043. Did he give up his lease?—No; my father has the lease on the house still. My father built this house because there was no farmhouse fit for habitation.

10,044. He still occupies the house?—Yes.

10,045. You are a shopkeeper at Tanygrisiau?—Yes, at Blaenau, near Tanygrisiau, just the same place.

Mr. *Brynmor Jones.*

10,046. To what did the notice to quit served in 1891 apply, to the farm or to the house as well?—The farm.

10,047. Only the farm?—Only the farm.

10,048. Then your father has remained in possession of the house, but has been obliged to give up the farm?—Yes.

Lord *Kenyon.*

10,049. Was the farm attached to another farm?—No; it was divided into two or three parts.

10,050. Into small holdings?—Ever since my father can remember the farm it has always been sub-divided into two or three parts.

Mr. *Brynmor Jones.*

10,051. I do not quite follow that. What was the acreage of the farm that your father had with the old house upon it?—I cannot say, but he held about half of the farm and paid about half the rent.

10,052. Was that before he built this house?—It was before and after, the same; before building the house and after building the house, just the same.

10,053. Where did your father live before the present house that was built upon lease was in fact erected?—He lived in the old farmhouse which was taken down. The old farmhouse was not taken down, but it fell into ruins, became dilapidated.

10,054. Thereupon your father built a new house upon a 60 years' lease?—Yes.

10,055. Why was the notice to quit served?—I believe it was after the death of that John Williams, and he was co-tenant with my father.

10,056. Did your father want to go on the farm?—Yes, I wrote on his behalf to Mr. Lawford.

10,057. W. C. Williams is your father?—Yes.

10,058. Was he a joint tenant with a person who died, or was he a sub-tenant?—He was a joint-tenant.

10,059. Did the agent give any reason for not continuing the tenancy?—He gave notice to all the sub-tenants when John Williams died, and then I wrote to him on behalf of my father to ask whether he would be allowed to retain his own part as formerly, and he replied stating that he would get further information when the land was being let again.

10,060. But was not your father a tenant?—He was a tenant when he took the farm at first, but about the time of an election John Williams was going to pay the rent in hard cash. My father always accompanied John Williams to pay the rent at the time it was due. By-and-by he allowed him to take his rent down for him. Many years afterwards, at the time of an election, he found that his name had been erased from the registry. He inquired into the matter, and went down again to Glyn, Lord Harlech's house. He found that his name had been erased from the books, but he remained as tenant still the same until he received that notice

10,061. The point that I put, then, is accurate. He did get a notice to quit the farm in the year 1891?—Yes.

10,062. So that as late as 1891 he was treated as tenant?—He was, certainly.

10,063. What was the reason given for his being sent away?—No reason was given.

Mr. *Brynmor Jones*—continued.

10,064. Did he ask to be allowed to remain on the farm?—I wrote three letters to Mr. Lawford, who is here to-day.

10,065. What kind of house is it? Is it a house that is of any good to anybody except the farmer on this land?—It is only suitable for the farmer. It is not equal to another house by perhaps about 100*l.*, because there is no cart-way leading to it.

10,066. No road leading to it?—No public road at all, only a footpath.

10,067. But is there an accommodation road leading to the farm?—No, not at all.

Lord *Kenyon.*

10,068. Could you not answer in English?—I will try.

[The remainder of the examination was taken in English.]

Mr. *Brynmor Jones.*

10,069. Am I to understand that there was no road at all here, or that there was not at the time when the Williamses were tenants of the farm?—No, not at all, only the narrow gauge railroad. Of course, we were allowed to take anything down along the narrow gauge after the trains stopped at night. They took the waggons down, and shunted into a siding. Of course, that was nothing but permission from the railway company.

10,070. This appears to have been a pretty old farm, and to have been let a good long time, at any rate. What was done before the railway was built?—I do not know.

10,071. You are a shopkeeper, I think, are you not?—Yes.

10,072. Have you among your customers many of the farmers of the neighbourhood?—There are a few, but the farmers about Festiniog are not the same as farmers in other parts of the country. Of course they get assistance in certain parts of the year in the quarries to pay their ways, and amongst many of the small farmers I think they work in the quarries to be able to pay rent for these farms. If it had not been for the quarries they could not live on the farm. The rents are too high. That is my opinion about the farm, about the small holdings.

10,073. Do you find, from your knowledge of the district, that the farmers are in debt much?—They are, as a rule, those that depend upon farming altogether, nothing else.

10,074. Do you agree with what has been said, that most of the farmers speak Welsh almost exclusively among themselves?—Yes.

10,075. And are they chiefly Nonconformists here, as we heard they were in other parts of this county?—Yes, I think they are, with very few exceptions.

Mr. *Griffiths.*

10,076. You say you spent 290*l.*?—Yes.

10,077. Did you ever apply for compensation for that amount?—We did. I wrote to Mr.

Mr. *Griffiths*—continued.

Lawford myself. I called a valuer there to value the place, when we saw we could not get the tenancy. We wrote then to Mr. Lawford, and enclosed the valuation of this gentleman, a builder, at Tanygrisiau, of the name of Evan Griffith. He valued the cowhouse, and the valuation was sent to Mr. Lawford.

10,078. Was that the amount of the valuation?—I think the cowhouse was put down in that valuation at 42*l.* to 45*l.*; I am not certain.

10,079. You have not the receipts?—No, not now.

10,080. Have you any remedy to recommend for this state of things?—The only remedy would be this, that they should be compelled to pay compensation.

10,081. Compensation for improvements, you mean?—Yes, of course; if they compel the tenant to go away they ought to pay compensation for improvements.

10,082. Do you think the tenants have been a little slack in taking and in building without some security?—Yes; but what could they do? My father for many years before he built his cowhouse, lived in a very bad house, and they had no place to put their hay in. He would have to go to the expense every summer of making a haystack, which would mean about 3*l.* or 4*l.* to him.

10,083. Do you think he could have placed his money on better security?—No doubt he could.

10,084. Why do you think he did not do so?—Well, he did not like to part with his home. His family has been there now, I think, for seven or eight generations, the same family.

Mr. *Richard Jones.*

10,085. Do you think that small farms in the neighbourhood of quarries and other works are let higher than they are somewhere apart from any quarry?—They are; there is no doubt about that. They charge, as a rule, from 7*l.* to 9*l.* or 10*l.* a cow about the slate quarries. It is most astounding in some parts there.

10,086. You mean for sufficient land to keep a cow?—Yes.

10,087. You have to pay about 10*l.*?—From 7*l.* to 10*l.* in these small holdings.

10,088. What do you consider that a farmhouse on a small place of 10 acres would let at?

Mr. *Richard Jones*—continued

—Well, I should think on a small place it is not worth more than 5*l.* or 6*l.* a year. There is no public road, of course, to it; only a footpath.

10,089. Which do you consider best off, a man who has a little land and is enabled to work in a quarry, or a small farmer who lives entirely on his land?—A small farmer who lives entirely on his land, I think, as far as rent is concerned, because they take advantage of the quarry men about the quarries.

10,090. That is a point I wanted to get at, because we heard yesterday from Mr. Wynne, of Penarth, that it was the other way?—No; they take advantage of that, no doubt because they are near the quarry.

10,091. Are you living on a farm in the neighbourhood?—No; it is an industrial neighbourhood.

Mr. *Seebohm.*

10,092. You say you cannot tell why your father is not allowed to continue the tenancy?—No, I cannot.

10,093. Do you think it has anything to do with the sub-letting? Is half a farm still sub-let to small tenants?—The other half was sub-let by John Williams.

10,094. Then did his successor in the tenancy after the notice to quit was given do just the same—did he occupy half and sub-let the other half?—I do not understand the question, because when John Williams died the notice was served all round, so there were no tenants, only those that cared to work out the notice of John Williams. The notice was given to the executors of John Williams the same as my father.

10,095. I mean when the new tenant came in, after your family was turned out, did the new tenant occupy only half of the farm and sub-let the other half?—Exactly the same.

10,096. And you think that sub-letting had nothing to do with the change in the tenancy?—No, I do not think so.

10,097. Why did John Williams sub-let half of the farm?—I do not know. No doubt he was getting higher rent for it. I think I could prove that—that there was very little rent he was paying himself when you added up these small rents together. I could prove that.

10,098. Was the sub-letting chiefly to persons connected with the quarries?—Yes.

The witness withdrew.

Mr. Cadwaladr Roberts called and examined through an interpreter.

The interpreter read the following statement of the witness:

"Evidence of Mr. Cadwaladr Roberts, Buarth Melyn, Tan-y-grisian, Blaenau Festiniog.

"My evidence will relate to the farm I occupy which is glebe land belonging to the living of Llanfihangel-y-Pennant, Carnarvonshire. The character of the land is mountainous and swampy. I am a tenant from year to year.

"I have known the farm for the last 50 years as I was born and bred there, my family having lived there for some centuries. Since more than 50 years there has been no road to the place, a way which was used about 50 years ago having been sold to the Festiniog Railway Company for them to make the railway along it. The owner of the farm received a good sum for the same, but no new road to the farm has ever been made.

The result is that nothing can be brought to Buarth Melyn nor taken from there except along the Festiniog Railway between the different trains, and this is of course illegal. In case of a death at Buarth Melyn the consent of the Railway Company has to be obtained to take the corpse away on a bier. I remember from 26 to 28 funerals taking place there.

"About 12 years ago one of the family met with an accident, the medical man who was called in came along the railway, was prosecuted by the Company and fined 2*l.* 2*s.* and costs.

"In my father's time the rent was 14*l.*; the present rent is 38*l.* From the notice which has been issued of the intention of the incumbent of Llanfihangel to sell the farm under the provisions of the Glebe Land Act, 1888, it will be seen that 10*l.* a year is paid for the lease of a right of way. [*The notice was handed in.*] The owners have never spent a penny on improvements or repairs. When my father married, the farm house was at Glanrafon ddu, where my grandfather lived. My father then built Buarth Melyn at his own expense. He later on built three other houses and rebuilt Glanrafon ddu after my brother was tenant for about two years. I became tenant after him and have myself spent scores of pounds in improvements by making drains, drying the swampy parts. One year it cost me about 30*l.* to change the course of the river with a view to adding two acres of mountain land to the meadow land. The following year I received a notice to quit as another person was offering more rent for the place, and had I not agreed to pay 10*l.* more rent I should have had to leave. The sub-tenant became bankrupt and I incurred a loss of 15*l.* and though they knew this they accepted him as candidate for the farm against me. This fact determined me not to make any further permanent improvements without having greater security for my tenure. I asked the owner for a lease or offered to purchase the farm. The lease was promised, but I was told that it would be necessary to give me notice to quit before the purchase could be carried out. This notice was given me, and now there are notices posted about offering the place for sale. Soon after that a valuer on behalf of the Ecclesiastical Commissioners came to value the farm. I then sent to the rector of Llanfihangel asking him whether he would not try and secure for me some compensation for all the improvements I had carried out and send a valuer over to estimate what was due to me. I never received an answer from him. I have never received any abatement except 10*s.* goodwill in the rent, though I made several special appeals during the last few years, and especially this year, but my request was distinctly declined. The cattle pasturage is very dangerous owing to the rocks, and I have lost 13 cows in the last 27 years.

"The children of farmers generally work at home, and do not receive any wages in return for their labour. In my father's time I worked at the quarries, and used to hand over the whole of my wages to my father to assist him to live and to pay the rent and rates. I did this till I was over 20 years old. In return for this I received my clothes and 1*s.* 6*d.* a month, which I contributed towards religious objects. Besides this, in the summer months I used to work upon the farm, after returning from the quarry until it was too dark to work. A brother of mine worked on my father's farm till he was 28 years old without receiving any wages. He then became tenant himself. The gross value of the stock at my father's death was 85*l.* From this there had to be deducted various debts, in addition to the doctor's bill and the funeral expenses. This reduced the value of the stock by one half. My father and the whole family had never been in the habit of wasting money but on the other hand they had a reputation for industry, thrift, and sobriety."

Sir *John Llewelyn.*

10,099. Do you consider that glebe land is satisfactory tenure?—The terms were quite satisfactory until five or six years ago.

10,100. Have you ever had any repairs done for you?—No; not even a stone on any of the buildings.

10,101. You would be better off under a large landlord?—Oh, yes, I should be much better off if I had a landowner like Mr. Oakley; he would give me an abatement.

Mr. *Seebohm.*

10,102. I think you stated that your family had been on this farm for some centuries?—Yes, they have been.

10,103. Did they always hold as tenants from year to year as far as you know?—From my father's time, I can remember that, from year to year.

10,104. Did you ever hear that they ever had leases, or anything of that kind, before, in old times?—No, never. I tried for a lease several times, but failed.

Professor *Rhŷs.*

10,105. I wish to know whether you repeat this statement: that the Ecclesiastical Commissioners valued it for you?—The steward valued it.

10,106. On whose behalf?—For those who had the authority to sell, so he told me.

Mr. *Richard Jones.*

10,107. Were you supplied with pipes for draining the swampy parts of the farm?—No, I never had a pennyworth of anything ever.

10,108. Did you make any gates or posts there?—Yes, he paid for making or repairing the mountain walls every year.

10,109. Were you supplied with materials for making the gates?—When I had money to buy them.

10,110. Did you get anything from the owner?—No, never.

Mr. *Griffiths.*

10,111. Are you a Nonconformist?—Yes.

10,112. Did you ever refuse to pay the tithe?—No, never.

10,113. Neither did you offend your landlord at an election, did you?—No, I rather fancy I am on very good terms with him.

Mr. *Brynmor Jones.*

10,114. In what year was it that you received the notice to quit that you mentioned—the first notice to quit?—About five years ago, when Mr. Williams, whose Bardic name is Berw, became incumbent.

10,115. And the result of that was you had to agree to pay 10*l.* a year more rent?—Yes, I had to give 10*l.* or be without it, because there was another man who was ready to go into the farm, but he became bankrupt, and was only able to pay 8½*d.* in the pound to his creditors. I lost 15*l.* That man owed me 15*l.*

10,116. Has any abatement or reduction been made of any kind since the time when the rent was raised?—No, they have positively refused each time. Each time they saw that I had improved the farm they raised my rent.

10,117. I understand you to say now that the farm is offered for sale?—Yes, the Chairman has the paper.

10,118. That is only the notice under the Glebe Act, 1888?—They have offered it both to the Local Board and to the Sanitary Committee.

10,119. Have they not offered it to you, seeing that your family has been there for so many years?—Mr. Owen sent to me to ask me how much I would give for the farm, so that he might have something to show to the Bishop as a basis for the valuation.

10,120. Of course, the Act of 1888 contains this proviso, which is put in in the interests of labourers, cottagers, and all persons who desire to acquire small holdings, and they appear to have been quite right, therefore, to have offered it to the sanitary authority, though it may have been very hard indeed upon you. But as the authority has not taken the matter up, I want to know, has not anybody offered it to you at a fair price?—The steward, or the agent, told me that after he had had time to consider what the value of the farm would be he would let me know in a few days, but no price was stated.

10,121. When you received this notice did you not give some notice under the Agricultural Holdings Act, 1883?—No, nothing.

10,122. Then of course the mere effect of the sale of the glebe lands does not necessarily put an end to the tenancy?—So far as notice terminates it, it does.

10,123. That is what I want to know. Then they gave a notice to quit as well?—I had a notice on the 20th March.

10,124. And that expires on the 25th March next year?—Yes.

10,125. You are to go out of your farm next Easter?—Yes.

Lord *Kenyon.*

10,126. I do not quite understand whether you made any offer for the farm?—Yes, I offered more than it was worth because I considered that so much of my money was invested in it.

10,127. Then I understand that offer was refused?—He did not say that he refused any offer, but sent a valuer and that was all.

10,128. You have had no answer to your application to purchase?—Mr. Owen, the clergyman, has positively refused and has also refused to send a valuer to value the improvements which I have made.

10,129. Has Mr. Owen positively refused to sell you the farm?—I have sent my estimated price of the farm in nine months ago, and he has not replied in any way whether I will get the farm or not, but he has sent me notice.

10,130. Am I to understand that what you call your estimated value of the farm was at the same time an offer to purchase?—Yes, according to Mr. Owen's own desire.

10,131. Can you tell me whether it has always been glebe land during the time that your family have had it?—It has always been, within the recollection of my old grandfather, glebe land.

Chairman.

10,132. Question put in by Mr. Vincent: "Do you sub-let part of your holding?"—Yes, I let it to that man who offered to pay 10*l.* rent more for the farm, and from whom I lost 15*l.*

10,133. At what price?—10*l.*

10,134. This is another question put in by Mr. Vincent; "The rent is 38*l.*, you say?"—Yes.

10,135. Would you mind saying how many cows, other horned stock, and sheep your holding will carry?—Five cows, if I give them a decent amount of meal. I have six cows now, and I send down 4*l.* worth of meal every month.

10,136. How many sheep?—I have no place to keep sheep on my farm. I have no sheep walk on my farm. I keep my sheep on Crown property, and I pay for my sheep in Carnarvonshire and during winter.

10,137. Mr. Walter Jones asks this question: "Has not your sub-tenant made a claim against "you in respect of a house he has rebuilt?"—The only house built on my land now is built by a widow and the local board condemned all the other houses as being unfit for habitation.

10,138. Then the answer to that is "No"?—The widow expects me to pay 60*l.* for the house that there is now.

Professor *Rhŷs.*

10,139. What widow?—My sister-in-law. Mr. Walter Jones told me that she could not claim a single penny unless she had signed something with me.

Lord *Kenyon.*

10,140. What is the acreage on your farm?—It used to be 120, but since Mr. W. B. C. Jones came yonder to value it he has increased it by

See 10,324 17,624–17,629.

Lord *Kenyon*—continued.

adding Crown property, so that it is now about 200 acres or so.

10,141. What is the acreage that you sub-let?—I do not sublet it now. I have not sublet it for four years.

10,142. What is the acreage of the land which you used to sublet?—I cannot say, but the portion I sub-let to this man was just enough to keep a cow going.

10,143. Would it be four acres?—No, it was more than that by far.

10,144. Could you tell me approximately within an acre or two?—I should not be surprised that it was six or eight acres, only it was rock almost all of it.

10,145. So that you sold 6 or 8 acres at 10*l.* and you paid 28*l.* for the rest?—I reckoned that the house which my father had built, with which the land had nothing to do, was worth 4*l.*

Chairman.

10,146. Question put in by Mr. Vincent: "Is not the Crown land to which you refer an "allotment to this glebe land?"—No, it has nothing to do with it. The Crown leases it to others.

The witness withdrew.

Mr. Simon R. Jones called and examined through an interpreter.

10,147. The following statement of the witness was read by the interpreter:

"Simon R. Jones, Llwyn Mafon Isa, in the parish of Ynyscynhaiarn, in the county of Carnarvon, farmer.

"I am co-tenant with my mother of the above farm, which measures about 128 acres. Up to the year 1864 the tenant was Mr. Thomas Jones, now of Eisteddfa. The farm then belonged to Mr. R. J. Ll. Price Rhiwlas, Bala, and the then rent was 71*l.* In the year 1864 my father became tenant, and in the course of the negotiations for the transfer of the tenancy, Mr. Thomas Jones, who was tenant, sub-let to my father, assured him that the rent would not be raised, and backed his assurance up by entering into an agreement that he, Thomas Jones, should pay the increase for 10 years should any be made. About two years afterwards Mr. Price sold the farm for 2,700*l.* to Messrs. Huddarts, the owners of the Brynkir Estate, and immediately afterwards the rent was raised by the new landlord from 71*l.* to 96*l.*, an increase of 25*l.* They did not spend any money on the farm for improvements or otherwise. Mr. Thomas Jones, the late tenant, continued to pay this increased rent on the land until my father and he came to terms, whereby by father accepted a lump sum in discharge of Mr. Thomas Jones' liability under this agreement, and thenceforth paid the full increased rent himself. My father continued tenant up to his death in September 1889. During his tenancy my father expended considerable amounts in walling, draining, building, and other improvements. The pig styes had become dilapidated and unfit for use, and my father rebuilt them entirely himself, getting only some 18*l.* or so from the landlords towards the expense.

"I cannot say what sum of money my father spent altogether, but I know it was considerable and that during the whole time the landlords expended practically nothing in improving the farm.

"In the year 1886 the greater part of the Brynkir Estate was sold, and amongst the lots sold being our farm, which fetched at the auction 3,000*l.*, the purchaser being Mr. J. J. Williams, of Criccieth. In 1889 (after the auction) our new landlord served my father with notice to quit, and when we went to him he stated that he would not let it without an increase of 15*l.*

"This was in October 1889, a week after my father's death, and this rent we have had to pay ever since without a penny of reduction, abatement, or discount, not even so much as the dinner which is customarily given to tenants when paying the rents.

"I consider that the present rent is considerably higher than a fair rent would be, and there is no doubt we would have left, but for the scarcity of farms in these parts.

"I have often expostulated with my landlord because of the unreasonable rent which he is extorting from us, but the only reply he gives is that there are plenty who would be willing to take the farm at the rent we give and that if we did not like to pay it we could leave. He also added that he would be willing to grant us a lease for 15 or 20 years, if we paid him an additional 15*l.* per annum, but of course a condition so unreasonable was not for a moment to be thought of, as it is really more than we can do to make the farm pay at the present rent.

"I may add that we have not received a penny compensation by any one in consideration of the improvements executed by my father and ourselves.

"I produce my receipts for rent and the notices to quit we have had from time to time in order to effect an increase in the rent, and also the notice under the Agricultural Holdings Act, 1875, whereby the landlord contracted himself out of the Act. [*The receipts and notices were handed in.*] I believe this notice was very generally given by the landlords in this district, and that neither the Agricultural Holdings Act, 1875, nor that of 1883 or the Ground Game Act, 1880, have been of any substantial benefit to the tenants.

"I believe that very few tenants keep any accounts, so that it is difficult for them to say exactly what they make out of their farms, but I am strongly of opinion from my intercourse with my fellow farmers that neither they nor their families receive hardly anything beyond their keep and clothing in the shape of wages for their labour, and practically no interest on their stock. I have been keeping careful accounts lately, and my accounts show a very

considerable reduction in the price of cattle during the last eight years. A list of prices and wages is ready to be put in." [*The document was handed in.*]

Sir *John Llewelyn.*

10,147*a*. Do you pay 111*l*. now?—Yes.

10,148. That is 96*l*. and 15*l*. added?—Yes.

10,149. Is it a fact that there are many others ready to give that rent?—That is what the landlord told me.

10,150. Do you agree that that is likely to be the case?—I daresay it is so.

10,151. You think it is not right that there should be competition rents exacted?—No, I do not think so.

10,152. Have you any game troubles?—No, not much.

Mr. *Seebohm.*

10,153. Do we understand that 10*l*. a year was paid by your father to the previous tenant because he had guaranteed your father against an increase of rent?—No. It was rumoured that the farm was to be sold and my father was afraid of that, and Mr. Jones stated that if there would be an increase in the rent he would pay for 10 years.

10,154-5. Then did your father give to the previous tenant anything like a goodwill which justified such a guarantee?—Yes, he had given 800*l*. for the stock and goodwill and said that the stock was worth about 600*l*., so that the rest, about 200*l*., was goodwill.

Mr. *Richard Jones.*

10,156. Does the present landlord own much property?—Not so far as I know.

10,157. Which do you think the best, large or small landowners?—The large landowners.

10,158. Do you know if a good deal of property has changed hands during the last 15 years?—Yes, in this neighbourhood.

10,159. Has rent been raised with a view of sale and also after sale?—There are examples of rent having been raised after sale.

10,160-1. Do the tenants in this neighbourhood avail themselves of the provisions of the Agricultural Holdings Act?—No, not so far as I know.

10,162. Do you know of any cases where tenants have written to their landlords to ask their consent for making improvements under the first Schedule in the Act?—I do not know.

10,163. Who does the draining on the farms. Is it the landlord or the tenant?—The tenant.

10,164. Do they get their pipes supplied?—Some landlords give the pipes.

10,165. In those cases where the tenants have to use the pipes and all, are you aware that if you give notice to your landlord you can claim compensation when you are leaving the farm?—Yes, I know it. I have the Act.

10,166. Are there any instances where tenants claim compensation under the Second Schedule of the Act with regard to draining?—I do not know.

Mr. *Richard Jones*—continued.

10,167. Then we will take it that generally speaking the tenants do not avail themselves of this Act?—No, because it is deficient.

10,168. In what is it deficient?—Many of the farmers can do a little improvement every year, and if I understand the Act rightly, one must give notice to the landlord and receive his assent and that all the improvements should be made during the time specified and unless they keep to those times that they forfeit the claim to any compensation.

10,169. But that only applies to the First Schedule. Do you know that there is no need to send notice to your landlord previously to obtain his consent for improvements under the Third Schedule?—I understand that, but I misunderstood which Schedule you referred to.

10,170. Then are we to understand that the tenants do not make but very little use of the Agricultural Holdings Act?—Not in these districts.

Mr. *Griffiths.*

10,171. Do you know of any others who have given good will on going into farms?—I cannot mention any now, but it is a custom in this country.

Professor *Rhŷs.*

10,172. On what estates?—I think it is the custom on the Brynkir estate.

Mr. *Griffiths.*

10,173. Do you think these notices to quit on the sale of farms tend to improve the farming in this neighbourhood?—No, quite the contrary. If we had only security of tenure we could make a farm double the value it is at present.

Mr. *Brynmor Jones.*

10,174. Then what suggestion do you make?—A Land Court, according to my opinion.

Lord *Kenyon.*

10,175. Have you ever asked for a lease?—No.

10,176. Would not that give you security of tenure?—Our present landlord offered us a lease if we only paid a further sum of 15*l*.—another 15*l*.

Sir *John Llewelyn.*

10,177. May I ask you what amount of goodwill did you pay on going into the farm?—My father?

10,178. Yes?—From 150*l*. to 200*l*.

10,179. Was that with the consent of the landlord?—He made an agreement with the outgoing tenant, Mr Thomas Jones.

10,180. Was that with the consent of the landlord?—I cannot say that.

Interpreter.

10,181. Was it with the knowledge of the landlord?—Mr. Jones, of Eisteddfa, knows; I do not know.

10,182. What has he to do with it?

He is the man who became surety for the 10*l.* previous increase.

Sir *John Llewelyn.*

10,183. Yes, but what I wanted to know was whether the landlord, the owner of the Brynkir estate, I suppose it was, was in any way cognisant of that?—He knew that it is customary in this country to give so much for goodwill.

10,184. The landlord knew that it was customary. Are you sure of that? It is a very important point, I think?—It is likely that he did know.

Chairman.

10,185. Question put in by Mr. Wm. George: "Why do not tenants apply to their landlord "for consent to make improvements, or give "notice in writing of intention to make im- "provements?"—They are afraid that if they improve their farms the rent will be raised.

Chairman—continued.

10,186. Question put in by Mr. Vincent: "Did the Brynkir estate give the materials for "the pig-styes as well as the 18*l.*?"—No, but they had some old tree from Brynkir, and it was not worth the value of sawing it up.

10,187 One more question by Mr. Vincent: "How do you know that the landlord knew of "the payment for goodwill?"

Interpreter.

He did not say that. He said, "It is likely "that the landlord knew it was customary."

Chairman.

The question is withdrawn?

Mr. *Vincent.*

Yes.

The witness withdrew.

Mr. Henry Roberts called and examined.

The interpreter read the following statement of the witness:—

"Evidence of Henry Roberts, Pensyflog, Tremadoc, Ynyscynhaiarn—

"*Acreage*, 120 acres. *Rent*, 238*l.* 19*s.*

"My father was tenant since 1830, and the rent for 140 acres then was 150*l.* (the acreage being 140).

"*Improvements.*—Buildings and drainage. The land was a mere sandy waste when my father first took the place. It had only recently been reclaimed from the sea.

"My father bought the lease of two lives for 200*l.*, which expired in 1865. The farm was then divided, and 50 acres were taken away, and the rent was advanced 58*l.* 19*s.* The fact is the rent was raised in proportion to the improvements made.

"Being an auctioneer and valuer as well as a farmer, I turn considerably amongst farmers, and have an intimate knowledge of their affairs, and I say without hesitation that a very general distress prevails amongst them, and has prevailed, more especially during the last three or four years.

"As a class, farmers live very economically and providently, and they and their families work hard all their lifetime, but notwithstanding this fact very few of them have managed to save anything by farming beyond their stock, and very many of them of late years have even been obliged to borrow money on the credit of their stock. I believe that great efforts are made throughout the country to pay the rent, even where it has not been earned on the farm, in fact, the first consideration of the Welsh farmer is to pay the rent, often at the expense of making other creditors wait. It is an old saying in these parts, "*Rhaid* talu'r rhent" (the rent *must* be paid). It is within my own knowledge that farmers back one another at the banks and elsewhere in order to raise money to pay the landlord. As to wages to the farmer, his wife, and children, I am certain that not one of them get anything, nor does he get anything in the shape of interest on capital invested in the farm. I am of opinion that rents are much too high in these districts, and I consider that the tenant ought to have a voice in fixing it.

"Rents have been generally raised throughout the district during the last 30 years from 15*l.* to 30*l.* per cent. During this time the landlords have spent nothing on the land in the way of improvements.

"As to buildings, the general rule is that the landlord supplies materials and labour except the haulage and cartage, which has to be done by the tenant, and this in upland districts is a considerable item. For instance, there is the case of Erw Suran, the property of Owen Evans, Esq., Broomhall, and others. Some eight or nine years ago repairs were executed to the house and buildings there. In order to get a load of lime (*e.g.*) from the station to the place, the tenant had to send a cart with three horses and two men, one load meaning a day's work to them. The lime itself cost only 12*s.*, but the cartage was worth, in this way, at least 15*s.* When leaving, the tenant never gets anything for the improvements he has executed on the farm. Besides having a proviso for fixing fair rents, I think the law of distress ought to be abolished, and the landlord put on the same footing as any other creditors."

"In or about the year 1850 my father, Robert Roberts, Pensyflog, took about 40 acres of land adjoining Pensyflog at 1*l.* and 1*s.* an acre rent. He made new fences everywhere on the land except a portion of a fence adjoining the high road, and made several large stone-covered drains that are almost in as good condition now as when they were made. About the year 1860 the rent was raised to 30*s.* an acre. In the year 1866 nine acres were taken from his widow and children (my father was dead now) in addition to what was taken by the railway and the remaining 29 acres let to his widow for 2*l.* 2*s.* 6*d.* an acre, while the same quality of land on the other side of the road was let for the same rent until last year when it was sold."

Mr. *Griffiths.*

You say, Mr. Roberts, that many farmers borrow money on their stock. Is it by bill of sale?—Yes, they do by bills of sale, but as a rule they do it in a more secret way by having bills and something like that.

10,188. They back them up at the bank?—That is it.

10,189. Do you think farmers owe much money at the bank?—I am afraid they do since the last three years—during the last three years.

10,190. Are you of opinion that landlords are more ready to raise the rent in good times than they are to lower in bad times?—Well, they have never reduced them, so far as I know. They have given abatements.

10,191. But no permanent reductions?—Nothing that I know of about here.

10,192. Then the tenant cannot get his rates reduced, can he?—No.

10,193. So long as the rent is up he cannot get his rates reduced, can he?—Well, I do not know that that affects the rates, so far as I know.

10,194. It certainly affects the rates.

Mr. *Brynmor Jones.*

The abatement does not affect the rate so far as you know?—No, I think not; because the assessment of the rateable value is a different thing from the rent, is it not?

Mr. *Griffiths.*

10,195. Yes, but it is founded on the rent. If your rent were reduced your rateable value would be less?—Well, we differ there, I think; so far as I know it here the rateable value is not based on the rent. I think not; I am not quite sure.

Mr. *Richard Jones.*

10,196. Mr. Roberts, what would be the effect of the abolition of the law of distress on competition for farms?—They would be more careful in the selection of their tenants, I suppose. They do not care there. They have priority for the rent for 12 months now; they are all right; they do not care.

Mr. *Richard Jones*—continued.

10,197. The consequence of the preferential claim of the landlord is this, that he takes a man of straw if he bids a high rent?—I think so.

10,198. What would be the effect on the other creditors; would it improve the credit of the farmer with shopkeepers and others with whom he has dealings?—Yes, I suppose so. They would be in the same boat, at all events, after that, all the creditors; and then it would be their look out.

10,199. Are there many cases of distraint in this district?—No, too few.

10,200. What do you mean by saying "too few"?—Well, we do not get work as auctioneers.

10,201. Is it from a selfish point of view that you look at it?—Well, that was how I did just now, at any rate. I am better sometimes. As a fact there are not many distraints here.

10,202. Do you think that tenants are in arrears?—No, I do not think many are. They are not, I think, because they take good care to pay their rent, even if they borrow it from other quarters.

10,203. You think that the first consideration of tenant farmers, as a rule, is to pay the rent?—Yes, that is it.

10,204. What is the cause of that, do you think? Can you assign any cause?—Yes, the love of home, I suppose. They cling to their homes. They would rather starve there than anywhere else by far.

10,205. Do you think that Welsh farmers are more attached to their homes than English farmers?—Well, I have no experience about the English farmers generally, but I know that Welsh farmers do cling to theirs very tenaciously.

10,206. Is there any migration of farmers from this neighbourhood?—No, very few.

10,207. Do you think they could do better if they went down into English counties?—Well, I cannot answer, really.

10,208. Is there any emigration to foreign parts, the colonies or America?—Yes, a few, not many.

10,209. How do those do who emigrate? Do they do better?—Indeed, I do not know. All I know is about these parts; that is quite enough.

Mr. *Seebohm.*

10,210. You said, I think, that your father had bought a lease for two lives?—Yes.

10,211. At what date did that lease expire?—In 1865.

10,212. Do you think that the family who held that lease for two lives had been for many generations on the farm before?—Well, I do not know. They were agents, I think, or something; I am not quite sure upon that point. They did not live at the farm, because my father had lived there about 20 years before that.

10,213. They let the farm?—Yes, they let the farm, and he had built the house and buildings—everything except the stable, I think—previous to this lease.

Mr. *Seebohm*—continued.

10,214. Do you hear of many leases for lives in those days? Were there many in this neighbourhood?—I do not think there were.

10,215. This was quite an exceptional case?—Well, I believe so.

Professor *Rhŷs.*

10,216. How many acres do you farm?—Now?

10,217. Yes?—About 120, I should say.

10,218. What servants do you keep?—About three or four; as few as ever I can.

10,219. Three or four men servants?—No, only two, and two of the other sex. As a rule I am grazing it.

10,220. How many are you obliged to keep for that, two men servants?—Yes, as a rule, that is it, only I keep some extra hands in harvest.

10,221. Who does the milking?—Well, the maid-servants, as a rule.

10,222. That is not the case everywhere, though it may seem funny to you?—No, not exactly; the man-servant too milks.

10,223. I thought so. Have you any labourers on the farm?—Only those servants.

10,224. Have their wages gone up very much in your time?—Yes, I believe so, but not so high as they have been some years ago.

10,225. Would you mind telling me what sort of fare they have? What sort of food do the servants have, the same as your family?—Well, the same as myself, exactly; we go to the butcher's shop every Saturday night and get fresh meat, and we feed on that the following week.

10,226. You have fresh meat on Saturday night every week?—Exactly so.

Sir *John Llewelyn.*

10,227. When you say that you are in favour of the abolition of the law of distress, would that be in favour of the other creditors, the shopkeepers or of the tenant farmers?—Of the other creditors.

10,228. Or is it in the interest of the tenant farmers that you speak?—I think it would be in the interest of both; that is what I think.

10,229. You think it would be in favour of the tenant farmers?—I think it would be fair.

10,230. I understood you to say that would be fair to the general public, but would it be to the benefit of the tenant farmers?—Yes, it would, and it would be only fair for the landlord, too, I think. There would not be anything unfair in it.

Mr. *Brynmor Jones.*

10,231. Is that the only remedy that you suggest with regard to the law referring to landlord and tenant?—Oh no, there are plenty of other things, such as compensation for improvements. I do not know whether some security of tenure would be of benefit; perhaps so.

10,232. How do you propose that such security of tenure should be obtained?—Well, that is the question. I think the farmer ought to have a voice in settling the rent.

Mr. *Brynmor Jones*—continued.

10,233. He has got a voice in settling the rent now?—Only he must get out of it and leave his improvements behind without getting paid for them. That is his only remedy now, so far as I know.

Sir *John Llewelyn.*

10,234. They certainly ought to get some compensation. You think it ought to be extended?

Lord *Kenyon.*

Do you mean that there should be a further extension of the Agricultural Holdings Act?—Oh, it is quite a dead letter here altogether.

10,235. I mean, if it were further extended, if there were more compensation clauses, would that meet your view?—It must be more simple.

Mr. *Brynmor Jones.*

10,236. Are you in favour of the Land Court, which I think has been suggested by some of the other witnesses, I think by the first witness to-day?—Well, perhaps they would be afraid of the thing. I am not in favour of getting into law; these lawyers are running up their bills tremendously, and there are some cases I believe which have appeared in the newspapers about the Agricultural Holdings Act, and where these costs did run up to several hundreds of pounds, and that had a deterrent effect on the tenants no doubt.

10,237. But is it not the fact that the lawyers complain of the auctioneer's bills?—No, they are quite satisfied with them.

10,238. That is not my experience, but it may be so?—I have got some notes about these farms. I do not know whether I should tell you of them. This is Erw Suran.

Chairman.

10,239. Which farms are those?—It is a farm near here, and scores of farmers would not turn up, and I have got this from the tenant himself. It is only a few words.

Mr. *Griffiths.*

10,240. What do you mean by that? Why would not scores of farmers turn up?—I do not know; they are afraid of something, of their shadows perhaps. Shall I state this?

Chairman.

10,241. Yes, if you please?—The tenant went into this Erw Suran.

10,242. Will you give us the name of the tenant?—Cadwaladr Evans, of Erw Suran.

10,243. Who is the landlord?—Mr. Owen Evans and others. There are three or four landlords there. It is a joint ownership, I suppose.

10,244. Now tell us what this gentleman wishes you to say?—He went there in 1883, and it is an upland farm about 700 feet, I should say, above the level of the sea. What he complains of is the haulage—the cartage of

Chairman—continued.

the materials for building. He went there in 1883, and in 1885, that was two years afterwards, they built a house there, a new roof to a stable, a new house for chaff cutting, a new roof for a cart house, and in 1890 they built a new cart house there, and all the carting is done by the tenant, which according to his estimate was fully 100*l.* He has given notice to quit, and he is leaving now.

10,245. He has given notice, or has he been given notice?—He gave notice himself, because the rent was too high, and he said he could not pay. Then he leaves all that haulage, or cartage, whatever you call it, behind him, which he says is fully 100*l.*

10,246. And gets no compensation for it?—Nothing. With reference to the rent raising, I do not know whether I should state it.

Mr. *Richard Jones.*

10,247. Before you leave that case, is there anything in the agreement providing for compensation in case he left within a certain time after hauling?—No, I do not think he had an agreement, but it is the custom about here, very often, for the tenant to do the haulage.

Chairman.

10,248. It is the universal custom, I take it?—Yes, it is, as a rule. This is as to another farm near here.

10,249. Who is the tenant?—William Williams, of Llanerch.

10,250. Who is the landlord?—The Tremadoc Estate, the owner of the land about here.

10,251. Who is the owner? It is in trustees, is it not?—I suppose it is; I do not know.

10,252. You do not know?—No; indeed, I do not know, except they call it the Tremadoc Estate.

10,253. That is sufficient?—The rent in 1823 was 51*l.* There was a lease on the farm, I think, which expired in 1823. The rent then was 51*l.* It was raised in that year to 102*l.* In the year 1860 it was raised to 140*l.* In the year 1867 it was raised to 160*l.* That is all there.

Mr. *Richard Jones.*

10,254. Then does it remain at the present rent?—Yes, that is it.

10,255. Are there any abatements made in the present rent?—Yes, 10 per cent., I think.

Mr. *Brynmor Jones.*

10,256. You are pretty well acquainted, Mr. Roberts, with the whole of this district of South Carnarvonshire, are you not?—Yes, I am.

10,257. Are there any complaints as to deficient means of communication? Are the roads in a satisfactory condition, and are there enough of them?—So far as I know, there are.

10,258. One or two cases to day have been mentioned for the first time; it is the first we have heard of cases in which there were no roads at all to the farms?—I do not know of any, unless it would be a very outlandish upland farm. I think that the depression tells more severely on the upland farmers by far than the lowland.

Mr. *Brynmor Jones*—continued.

10,259. In this town of Portmadoc is there any desire expressed for increased facilities for the acquisition of land by public bodies?—No, I do not think so. I do not know of any.

10,260. Is it difficult to acquire land for any public purpose here on fair terms?—No, I think not.

Sir *John Llewelyn.*

10,261. This is arising out of what Mr. Brynmor Jones has elicited. You consider that the depression is telling more severely upon the upland than upon the lowland farmer?—Yes.

10,262. Is that owing to the depression in the price of sheep?—Sheep and cattle.

10,263. And the wool?—Yes, and the reduction in the price of wool; and they winter the sheep in the lowland farms about here.

10,264. In your opinion the depression is telling more severely upon the upland than upon the lowland farmers?—I think so.

10,265. It is bad enough upon the lowland farmers, is it not?—I think so.

Mr. *Richard Jones.*

10,266. Have there been any losses in sheep during the last season?—Oh, yes; a good many.

10,267. Have there been any losses since the year 1885?—Yes, after that, certainly.

10,268. Two or three years ago, during those severe seasons?—Yes, there was a severe season, certainly.

10,269. A large number of sheep were lost?—Yes; a good many in the upland farms.

Professor *Rhŷs.*

10,270. You mentioned just now that certain cases of litigation arose which frightened people from the idea of having recourse to the Agricultural Holdings Act, did you not?—I did.

10,271. Would you mind telling me at what time this occurred?—Indeed I cannot say that.

10,272. Where were the cases tried?—There was some case in one of those High Courts; really I forget where.

Mr. *Brynmor Jones.*

10,273. The County Court is the court for the administration of the Agricultural Holdings Act?—Even if the sum would be a big sum?

10,274. Yes, even if the sum is a big sum. There is an appeal to the High Court?—So there is; and that is the worst of it, that they do appeal and go to the High Court, but really I have not got the case at my fingers' ends.

10,275. I think everybody is agreed that the machinery of the Act of 1883 is very cumbrous. I have had one or two cases under my notice in which the costs were, as you say, very high?—Yes, and farmers have to do things by rule of thumb, really. They do not like to give notice to their landlords, or get consent, or anything like that about improvement under the Act, but

Mr. *Brynmor*—continued.

still there is improvement made in the land by the farmers.

Professor *Rhŷs.*

10,276. I thought you referred to something that had taken place in the Courts about here. That is not so?—That is not so.

10,277. There is one other thing I should ask you. Do you know of cases of an incoming tenant paying the outgoing tenant what is called goodwill for what is done?—Not lately, certainly. It used to be the case.

10,278. On what estates?—Not under the heading of goodwill, but better price for the stock, perhaps, or the crops.

10,279. That was how it was done?—That was how it was done, but I do not think it is done now.

Sir *John Llewelyn.*

10,280. Was it done generally?—Well, on the best estates I daresay it was.

Professor *Rhŷs.*

10,281. Whose estates, for instance? Can you mention any?—Well, they say that comparisons are odious, do they not?

10,282. I will not press you, but you know it was not an unusual thing?—It was not years ago, when things went well.

10,283. Then the man who offered the best price for the outgoing tenant's stock, and so on, had the best chance of coming in?—If the landlord consented, no doubt; of course you must have the landlord's consent.

The witness withdrew.

Mr. JOHN OWEN MORRIS called and examined through an interpreter.

The interpreter read the evidence of the witness as follows:—

"John O. Morris, Grocer, Sea-view, Borthygest.

"(As to Morfa Bychan foreshore.)

"I am 73 years of age, and was born at Glandon, Morfa Bychan, and lived there for 47 years until I removed to Borth 25 years ago.

"My father had lived about 20 years in the place before I was born.

"I remember that at first we had about 3½ acres of land, but it gradually increased on account of the sea falling off.

"When I was a boy the sea used to come close to our house but now it only comes to within a quarter of a mile of cultivated land which lies between the then and the present high water mark.

"Our place was a barren common when my father built a house on it at his own expense.

"He enclosed and cultivated the land and lived there without paying rent until I was about 10 or 11 years of age, when it was claimed by the Glyn estate people, who, after a long struggle lasting over many years, ultimately succeeded in their attempt and granted my father a lease of the place during the lifetime of my father and mother, the rent being 15*s.* a year.

"My father died in the year 1868 and the lease consequently expired.

"The rent was thereupon raised to 4*l.* and afterwards to 6*l.* per annum, and my sister and her husband are now the tenants of the place.

"The way my father was treated applies to the whole of Morfa Bychan.

"I remember the time when there were 15 small places (farms) similar to ours with houses built thereon in the same manner as ours and with about the same quantity of land enclosed with each of them.

"All of these by now have been taken by force from the people who built the houses, and are now rented to them at their full value.

"The waste part of Morfa Bychan the gentry divided amongst themselves.

"I remember the Glyn Estate people coming to our house when my father was refusing to pay the rent they asked.

"I remember the people of Morfa Bychan once joined together to oppose the attempt to seize the place. A lawsuit followed.

"The matter was heard twice. The first time, verdict was given for the Morfa Bychan folk.

The gentry appealed and in a trial before a special jury composed of landed proprietors, the previous verdict was quashed and they found for the gentry."

Mr. *Brynmor Jones.*

10,284. I think when I was listening to your proof being read in the other room, the case that you referred to was stated by you to have taken place a good many years ago?—Yes, it has taken place many years ago.

10,285. As far back as the year 1831?—50 or 55 years.

10,286. Did it go to the Court of Great Sessions?—It was at Carnarvon twice.

10,287. And was great dissatisfaction felt in that district as to the result. Is that the substance of what you say as to that?—Yes, there was great dissatisfaction.

10,288. What was the point, do you think, in the case?—The question was this: It was alleged that if the land was gained by the sea receding, that the gentry owned it; and the other side alleged that land so gained belonged to the Government.

10,289. Then, as I understand it, the point was whether this accession, this addition to the soil near the sea, belonged to the Lord of the Manor or belonged to the Crown?—That was the question at issue.

The witness withdrew.

Mr. Leonard Fielden called and examined.

10,289*a*. The interpreter read the evidence of the witness as follows:—

"Mr. Leonard Fielden, Ynysgyngar, Morfa Bychan, near Portmadoc, labourer."

"The above place is a small cottage situate at Morfa Bychan, Portmadoc, with about six acres of land belonging to it, and which I and my late stepfather reclaimed from the sea.

"My wife was bred and born in this place, and she is now 66 years of age."

"My father-in-law was a ferryman, carrying people to and from Merionethshire, and it was he who converted my cottage from being a carpenter's cottage into a dwelling-house, and came there with my mother-in-law to live. He reclaimed the whole of the land which now belongs to me, excepting about two acres which I myself added to it about a year after I went there to live. Since then the whole of the land has been enclosed and occupied by me."

"My wife remembers the sea coming up right to our doorsteps, and the boat being fastened to the door of the house."

"In Morfa Bychan there are about two dozen small cottages with about the same quantity of land attached to them as to mine."

"All these were reclaimed from the sea in the same way as mine was, that is, by the inhabitants themselves, and it was they who built the cottages on these bits of land and cultivated the ground, but they have all been deprived of them by different landed proprietors of the neighbourhood, who are now receiving rents therefor. Mine is the only one which has not been taken in this manner."

"After the death of my mother-in-law, 28 years ago, my wife called at the office of Mr. Breese, the solicitor of the estate, not knowing what to do with the house."

"Mr. Breese told her that the place was not entered in the books, and that it was hers, as her father and mother had occupied the place long enough to own it."

"Some time before Mr. Breese's death Mr. J. P. Roberts, the agent of the Tremadoc estate, passed the place and asked my wife whether she paid rent for the place; when she replied in the negative, he said she would have to pay, that he would report the matter to Mr. Breese. However, we never heard anything of the matter afterwards."

Chairman. We have nothing to ask you upon that document.

Mr. William Jones called and examined.

Chairman.

10,290. You want to contradict a statement which was made yesterday, I believe?—Yes.

10,291. The statement came in the evidence of Mr. Robert Jones, of Ystumwern, Dyffryn Mr. Jones said, "that in 1853 the rent of Tyddyn "Gronwy was 28*l*., soon afterwards raised to 31*l*., "in 1858 raised to 36*l*., and a sheep-walk for 100 "sheep taken from it. 'Since then it has been "twice sold, and I believe the present rent is "over 70*l*." Do you wish to make this statement, which I have here, with reference to that?—Yes.

Chairman—continued.

10,292. "Since the rent of above was 35*l*. per annum, over 11 acres of land have been added to the farm. Outbuildings, walls, &c., to the value of about 400*l*., have been erected thereon by Mr. Edward Humphreys, and since it came into my possession I have built a new house, which is also adapted to take in visitors, and containing two sitting rooms, nine bedrooms, &c., &c., at a cost of about 400*l*." That is your statement?—Yes.

Chairman. That statement will be put in.

The witness withdrew.

Mr. John Griffith called and examined through an interpreter.

The interpreter read the evidence of the witness as follows:—

"Evidence of John Griffith, of Portyrheuddyn:

"I am the tenant of the above farm. Average, 160 acres. Rent 172*l*.

"I have been in occupation after Mr. Jenkins during the last 16 years.

"Arable and good hay land about 45 acres.

"The rent ought to be 100*l*. I let the house for 40*l*. and live in a small cottage. I have lost 250*l*. in hard cash on the farm and have worked hard all my lifetime and earn hardly sufficient to provide myself in clothes after paying the rent. Rents have generally been raised of late years. There ought to be a fair proviso for fixing fair rents."

Lord *Kenyon.*

10,293. Has your rent been raised?—It is the same since I have been yonder.

10,294. Have you ever had an abatement?—2*s*. in the pound. These are hard times now.

10,295. And how often have you received 10 per cent?—Twice.

Mr. *Griffiths.*

10,296. Who is your landlord?—Mr. Roche.

10,297. Can you get a suit of clothes once a year?—No, indeed I cannot, and pay for it as well.

10,298. You say you lost 250*l*.; where has it gone to?—Towards paying the rent and

Mr. *Griffiths*—continued.

everything of that kind. During the last two years we had nothing scarcely from the farm, except water.

10,299. What remedy do you sugest?—A reduction in the rent.

10,300. Anything else?—And to appoint valuers who know something about land to look over it.

Mr. *Richard Jones.*

10,301. Have you got a sheep-walk?—No, not in the summer; but a little in the winter; a small sheep-walk in the winter.

10,302. What do you mean by that?—Above the house I keep about 60 sheep during the winter.

10,303. That is not included in the 160 acres then?—Yes, that land is included in the 160 acres.

10,304. Do you mean to say that you pay over a pound an acre for your land, including that sheep-walk?—It is a little over a pound.

10,305. Is the grass on your land good and rich enough to feed cattle, that is, to fatten them?—Oh, no, certainly not.

10,306. Not without giving them corn, or something of that sort?—No; but we have about 45 acres of good land.

10,307. If you have lost 250*l.* on this place, why did not you give it up?—I have given up the farm several times and tried for a reduction, but they will not allow a reduction.

10,308. But have you given notice to quit?—Yes, I have given notice to quit several times.

10,309. Well, why do not you go?—The times are so bad that if I were to sell my stock I would hardly get anything for it.

Mr. *Richard Jones*—continued.

10,310. How long do you mean to stay there if it continues in this way?—I cannot stay there very long because I have nothing.

10,311. Then you are living in hopes of better times?—Yes.

Mr. *Griffiths.*

10,312. Do you keep servants?—Yes.

10,313. Do you pay them more wages now than you used to years ago?—Oh, yes, I do; a good deal more.

10,314. Do you pay double the wages you used to?—Oh, no, not double.

Sir *John Llewelyn.*

10,315. There are two questions put in by Mr. George Owen, "Do you not sub-let?"—No; no one will take it; it is too high.

10,316. Is that true, because I see that you say in your statement, "I let the house for 40*l.*?"—That is quite correct. I let the house for 40*l.*

10,317. Question by Mr. Vincent: "How "many acres are there apart from the sheep-"walk?"—Indeed I do not know.

10,318. "How much is sheep-walk and how much is not sheep walk?"—The flat part of my farm is 80 acres, and that is sometimes covered with water, almost all.

10,319. The flat part?—The lower part.

10,320. How much is the upper part?—The other part is about 40 acres, perhaps.

10,321. Question also by Mr. Vincent: "What is the rent?"—That is 172*l.*

The witness withdrew.

Mr. WALTER B. C. JONES called and examined.

Sir *John Llewelyn.*

10,322. The evidence you wish to give is as land agent, land valuer, land inspector under the Board of Agriculture, county treasurer and fellow of the Surveyors' Institute; is that so?—That is so.

10,323. For what district do you propose to give evidence?—I propose to give evidence as to parts of Carnarvonshire, Merionethshire, Denbighshire, and Montgomeryshire.

10,324. What estate does your evidence refer to?—It refers to an estate of about 7,000 acres; but I have also dealt with much property outside of the estate I am now agent for.

Mr. *Brynmor Jones.*

10,324. Who is the owner?—Mr. Ellis Nanney. I also propose to deal with the principles of ownership and occupation of property, which I take to be the same whether the extent of land owned or occupied is large or small. With regard to the questions as to the ownership, namely, "What difference in effect do the follow-"ing variations of tenure and circumstances

Mr. *Brynmor Jones*—continued.

"produce on the occupation and the cultivation "of land, where land is held in fee simple and "unencumbered, mortgaged, or otherwise en-"cumbered"? I think it has no effect whatever. The cultivation depends almost entirely upon the stamina and energy of the tenant; a real good stirring man will farm well under any system of ownership. I distinctly make a difference between good farming and laying out money in permanent improvements. The one repays its cost very rapidly, the other less rapidly. With regard to the property of the Crown, of corporations, and glebe land, the two former I have nothing to say about. With regard to the glebe land, I should like to make one or two remarks as to the evidence given by Mr. Cadwaladr Roberts as to the glebe land near Festiniog. I may state that I am professionally employed by the owner of that glebe land of Llanfihangel-y-pennant to apply for, and, if possible, to obtain the consent of the Board of Agriculture to the disposal of the farm or small farms grouped in one; and with reference to what he suggested about our having hawked

Mr. *Brynmor Jones*—continued.

about the property first to one corporate body and then to another, it was, as Mr. Brynmor Jones said, to comply with the requirements of the Act which requires certain notices to be given to certain local authorities, when there is application for permission to sell, there has been no hawking about first to one and then to the other, and I feel, as the consent has not at present been obtained from the Board of Agriculture to sell, a delicacy in going further into the matter.

Professor *Rhŷs*.

10,326. I will ask you one question while we are on this. For whom did you value the farms? Did you say the Ecclesiastical Commissioners?—No, I valued the farms for the present incumbent of Llanfihangel-y-pennant.

10,327. So it was not for the Ecclesiastical Commissioners?—Oh, no. I do not know whether the Commissioners wish me to give any further evidence as to that glebe land, but I wish to state broadly that what Mr. Cadwaladr Roberts says I almost entirely deny, and what he denies I almost entirely say.

Sir *John Llewelyn*.

As to the fines and other charges made on admission and enrolment, I pass them over, as I know nothing whatever about them. With regard to where the land is (or recently was) the waste of a manor, a common, or land reputed to be commonable, and what are the recent enclosures, whether by Act of Parliament or otherwise, and their effect on the neighbouring population, as far as my knowledge extends, the only effect of enclosures by Act, has been to legalize what was enjoyed partly by custom and a good deal by force, strong tenants always keeping more than their share of stock, and the weak tenants less; but in all cases claims to allotments had to be proved before the Commissioner, and no one got a slice of common, or failed to get a slice who could prove that he was entitled to one. In answer to the question, "Were recreation grounds "or allotments for the use of the labouring poor "apportioned? If so, how used at present?" Allotments were usually set out for public purposes, but a reference to the awards will be true evidence of all such matters. To set out an allotment for the use of the poor would not work, as the poor are not all equally able to take care of themselves, and the weak would go to the wall as usual, and how they could make any advantageous use of it I fail to see. Having land means having some stock to live on it, and the poor usually have no stock; and if they have, I believe the guardians see to its conversion into cash if they are in receipt of relief. As to "squatters' cottages or other dwellings erected "on waste or unenclosed land, how dealt with?" If they held adverse possession for a sufficient time, I presume they got the freehold; if they had not acquired title thus, I fail to see what right they had to expect more consideration on public property than on private; indeed, no one has a right to be generous with public property, and to do so is "robbing Peter to pay

Sir *John Llewelyn*—continued.

Paul." In reply to the question with respect to "existing unenclosed and hill land, and its "adaptability for profitable cultivation as "compared with the uses to which it is at "present put:—Where there are rights of "pasture over 'sheep-runs,' &c., in whom are "such rights vested, and subject to what pay-"ments and conditions? Whether 'without "stint' or how limited?" I apprehend "unenclosed land" refers really to sheep-walks unenclosed, and they are, I believe, much best adapted for sheep, young cattle, and pony runs. Farmers in such localities have a right to turn on a certain number, but I do not know that there is any law limiting this; it simply means that the boundaries of each sheep-walk are pretty well known, and each drives his neighbour's stock off, if trespassing on his walk. Here, again, the strong are very apt to press on the weak. Then as to what effect they have on the rents of adjacent farms, the sheep-walks are taken into account in the rent, and at first sight make the rents per acre of such farms appear very high. With regard to the general condition of sheep farming, they are very advantageous to farms generally, but they are particularly so, if adjoining them, when the walks are far off, it entails shepherding; but if this is fairly done, it is not of so much difference, except that in spring, the man adjoining the mountain has the best of it. I believe it would pay the tenants to pay reasonable interest on the cost of enclosing them. With regard to the question as to "(1.) Management:—Where land "is held by small or large, by absentee or "resident, landowners, in consolidated or scat-"tered estates?" Small estates and large estates should be managed upon the same principles. No doubt, some owners cannot afford to lay out money on repairs, &c., but that is their misfortune, and does not arise from any defect in the management, or system of land tenure in Wales. It is generally acknowledged that land, acquired by men who have saved money, in single farms or in small quantities, is let dear, and frequently with more regard to the interest on cost than to its agricultural value. "(2.) Where there is a difference of either "language, politics, or religion between the "landlord (or agent) and the tenant (or pro-"posed tenant.)" I do not believe that any difference exists in practice, but solely in the brain and mouth of the agitator. I hold that any Churchman has a perfect right to say he will not let his farm to a Nonconformist, and a Nonconformist has exactly the same right to say he will not let to a Churchman. In reply to the question, "Where agents are employed, have "they received any special training for the "supervision of agricultural land? If not, is "there any inconvenience or hardship ex-"perienced?" I cannot say generally, but I, myself, served four years with a good practical tenant farmer and valuer, am a tenant myself, and manage about 200 acres with a working bailiff under me. When farming becomes what it should be, viz., based largely upon scientific principles as against ancient rule of

Sir *John Llewelyn*—continued.

thumb, agents must keep pace with and be as well up in all details as those they superintend. Agents have many duties other than "purely agricultural." "Term of tenancy. What is "the usual date of entry in your district?" March 25th as a rule, with permission to incoming tenant to enter in February to plough. In reply to the question, "Are farms let on "leases or from year to year?" There is one lease on the estate granted for 60 years, 20 years of which are unexpired, and it is most desirable, if possible, that the Commissioners should inspect this farm, to note the effect of "security of tenure," and draw their own inferences. There are two other farm leases; the above refer to this estate. There is no demand for leases. I consider it very desirable to grant leases, especially of outlying farms, but the right to assign must not be allowed, or the sub-lessee will have a stiff rent to pay. "Do tenants "readily accept leases? If not, why?" They do not, and in my opinion it is because they are well aware that under a lease they would have to do what was wanted themselves, whereas under a yearly agreement they get something done for them. "Is the condition "of the leaseholders, and of their farming "superior, or the contrary, to that of yearly "tenants?" I do not see how their respective conditions are to be ascertained, but I have no hesitation in saying their farming is no better than that of yearly tenants. The very best men I know are yearly tenants. "Have "changes in tenancy become more, or less "frequent than in former years?" Stock sales are certainly not as frequent; and the changes on the estate I have to manage are very rare. "Have any cases of hardship "arisen"?—I know of none. "In resuming "the occupation of a field or plot out of a "holding, for the sake of planting, building, "or other purposes, do owners generally serve "their tenants with proper notices for the "purpose, and grant them compensation?"—My own course is to see the tenant, explain what I want, and arrange how much his rent is to be reduced, and settle the matter amicably. I have never had to give notice to attain my object, but have always found tenants quite reasonable and obliging. "If damage is done "to the land in timber cutting, is the tenant "compensated"? Compensation certainly is paid when damage is done, but I have had very few cases, and mostly in case of the hauliers. I usually give the tenant as much of the tops as he likes to fetch, and as much haulage as he can manage if he comes to contract price. "If any "mining, brickfields, quarries, or other industrial "operations have been commenced on land in "your occupation, has the rent been readjusted, "or compensation granted in consequence?"—Compensation granted and annual allowance made, also permanent reduction when land is actually destroyed. "Agreements and leases. "What are the usual conditions of tenancy?" Copy of agreement in English and Welsh produced, also of circular in English and

Sir *John Llewelyn*—continued.

Welsh inviting tenants to discuss same before final adoption. All costs of the new agreement, including stamps, were paid by the owner, Mr. Nanney. "Are any of the clauses "considered oppressive? What effect have "they on cultivation?" I am not aware that any of the clauses are considered oppressive. I cannot say what effect they have on cultivation, but I believe a good farmer will be a good farmer however bad his agreement, and a bad, slovenly farmer will be a bad, slovenly farmer under any agreement ever made or to be made hereafter. "Are penalising clauses common, and are they "often enforced?" I have often seen them, but rarely heard of their being enforced, except in the case of an outgoing tenant ploughing more than he should, or such similar wrongdoing; and I think an outgoing tenant who is determined to be as awkward as he can be requires some pretty strong preventative measures. "Are tenants usually given a copy "of the agreement or lease, or, if Welsh-"speaking, are their contents explained to "them"?—In my administration, I always give them a copy to take home with them to study, and on this estate all tenants have a Welsh copy. "Rent, its amount?" I do not quite know what that means. If it means the amount of rent of the estate I do not name it. "Is the rent usually fixed on a gross sum, "or at so much per acre?" It is ultimately a gross sum, arrived at by a field valuation, which worked out and added up, of course, gives a gross sum, to which was added 80 per cent. of tithe commutation, and that is now entirely rent, and is received as such, the tenants covenanting to pay all rates, &c., "except tithe rentcharge." "Is there any uniformity in the "rents of land of similar qualities on the same "or neighbouring estates?" It is very unequal. "Rent" is much influenced by the question of what the landlord is to do and does, and what the tenant is to do and does. If the latter does everything, his rent is something plus what he pays the owner. If the owner does everything his rent is something minus what the tenant pays him. "Is the rent of the smaller tenantry "higher per acre than on larger farms?" The rents of the smaller farms are undoubtedly higher per acre than those of the large farms. The cost of house and buildings (especially house) has to be spread over a small area; and many tenants take small places, not to live by them, but to enjoy the produce of milk, butter, poultry, &c., and they easily let. The usual rent of average lands of different qualities on upland and lowland farms is very difficult to say. I pass 45. "Is the right of pasture-"age over a common, &c., taken into account "when the rent is fixed?" I do not know of any cases, but undoubtedly every privilege which appertains to the freehold should be fairly charged for in the rent, because it is by virtue of the occupation of the farm that the grazing right is exercised, and is not the personal property of the tenant, who on leaving leaves his common rights behind him. The question

Sir *John Llewelyn*—continued.

is asked, "Are there any services other than "the payment of rent rendered by tenants "in respect of their farms?" and so on. I am not aware of any, and should strongly disapprove of such. "How fixed? Is the rent fixed on the "basis of a valuation, or by proposal followed "by private treaty?" The rent is fixed by valuation on this estate, by a practical valuer and a tenant farmer. Proposals of higher rent have been made and refused. I am bound to say that I do not see why an owner of an article (simply because that article is land) should not accept the best price he can get for it, and it is exactly what an outgoing tenant would do if he had the right of free sale, and it seems to me that the incoming man had much better fall into the hands of his owner than those of the outgoing man. "In "the latter case, is the holding practically let "to the highest bidder? If so, does the system "result in (*i*) fair rents being fixed?" No, and if adopted, it would undoubtedly ultimately come to be that the highest bidder would become the tenant; and, speaking from a purely business point of view, I fail to see why it should not be so. "*Fair rent*" is a thing I cannot quite understand in its undefined state. "(*ii*) The acceptance of tenants with sufficient capital?" Purely a matter for the owner to take care of. He can make a payment of rent in advance a *sine quâ non*. It would amount to this: If a man adopts a system which will not work, he will have his land on hand, and self interest will prompt him to change. Intending tenants know very well what they are about. "Is arbitration ever "resorted to as a means of settling or re-ad-"justing the rent?" No, any more than the price of coal is settled by arbitration. There would be no rights of property if such a system was adopted. No man is bound to let his land at any rent, and no man is bound to take land at any rent. I think land in England is to be had on tenants' own terms. Two questions 55 and 56: "How varied? Have rents been "raised generally, or in individual cases, within "the last 50 years? If so, give particulars." In answer to those questions: I think, taken as a whole, they have been raised, but I know of many cases in which rents have been lowered. I am prepared to hand in a list of holdings on this estate with respect to which the rent was permanently lowered by the valuer (*handing it in*).

S.r *John Llewelyn.*

10,328. That is a list of permanent reductions?—That is a list of permanent reductions made by the valuer, who was also a tenant farmer, in the year 1876.

10,329. On this property?—On this property which he valued, and which remain at his figures as then put

10,330. In 1876?—Yes, 1876. 57 and 58: "Have there been any permanent reductions or temporary abatements of rent?" The list has already been handed in of the permanent reductions, but there is one other case of a reduction on a valuation by myself on a farm in Merionethshire which had been raised from 40*l.* to 45*l.*, and there were complaints that it was too high. I walked over the farm, and advised Mr. Ellis Nanney it was too high, and it was reduced from 45*l.* to 39*l.* 16*s.* 6*d.*; and with regard to that farm I should like to mention that a large amount of money has been spent upon it. The reduction in cash alone does not seem much, but I would point out that since I have been agent, from 1871, we have spent upon that farm upon buildings alone the sum of 130*l.* 19*s.* 10*d.*, and upon drainage 124*l.* 10*s.* 8*d.* The rent in the year 1872 was 40*l.*; between 1872 and 1890 it had been raised 5*l.*; but now it stands at 39*l.* 16*s.* 6*d.*; so we have spent 255*l.* on this farm, and are in receipt of somewhat less rent than we were some 20 years ago. In due course I will hand this in. With regard to the abatements, for the year ended March 25th, 1886, there was 10 per cent. given; for the year ended March 25th, 1887, the whole of the tithes were paid for the tenants; for the year ended March 25th, 1888, there was 10 per cent. on the rents and 17½ per cent. on the tithe added to the rent; for the year ended March 25th, 1889, there was 10 per cent. on the rent plus the tithe added to it; and for the year ended March 25th, 1893, there was 12½ per cent. on the rent plus the tithe added to it. Question 60: "Is any notice given to the tenants of such intended abatements?" There has been no formal notice given, but in every case the fact has been thoroughly well known before the rent day. Question 61: "When rents are raised or reduced, does the change depend on a re-valuation?" On a revaluation; at no stated intervals, and it would only be done in case of change of tenants, or upon complaints by tenants, in which case I have walked every field with the tenant. Prices have altered considerably within the last 50 years, and I think it would be very desirable that statistics should be obtained from the Board of Agriculture, which would be conclusive evidence. Of course, I cannot myself go back 50 years; that is quite clear. With regard to the payment of rent, it is generally received three or four months after it is due, but most estates have their own ancient system. Although our agreements stipulate for payment twice a year, on the larger part, it is paid only once. On the Gwynfryn estate the whole year's rent to March 25th is paid on December 21st preceding that date; on the Plashên estate the whole grass rent to March 25th is received about the 10th of that month; on Merionethshire and Montgomeryshire estate the whole year's rent to March 25th is received April 22nd following; Brynkir and Mynyddednyfed estate and house rents, due September 29th and March 25th, are received November 13th and May 13th. The tenants were offered half-yearly payments, but they preferred things to remain as they are. With regard to the position of

Sir *John Llewelyn*—continued.

the tenants generally, I am not prepared to speak, but I should like to hand in, as showing the effect that it has on the landlord, a statement of some of the arrears which stood on the books when I became agent in 1872 for this part of the estate. I do not know whether the Commission would care for me to announce the names here.

10,331. Will you tell us generally what the effect of the paper is and then put it in, if you desire?—I have some people here in arrears of rent, seven, six, five and eight years; and I think if the landlord had not some preferential claim he would hardly allow those things to continue.

Mr. *Seebohm.*

10,332. He only has it for one year, has he?—For six years' rent, he had a right of distress, excepting in the case of bankruptcy, I think.

Sir *John Llewelyn.*

10,333. You do not need to mention names, but you can say that as a matter of fact that credit is given?—As a matter of fact I have the names here, but I do not think it would be nice to call them out.

10,334. I think you had better not.—Anyhow, it is here.

Mr. *Seebohm.*

10,335. The preferential claim is only for one year, is it not? I should have thought that would have been the important point?

Sir *John Llewelyn.*

With regard to the payment of tithes, land tax, chief rent, local rates, and income tax. The tithes are paid by the owner. The land tax is paid sometimes by owner, sometimes by tenant. The chief rent is paid sometimes by owner and sometimes by tenant. Local rates are paid by the tenant, except in case of accommodation land. Income tax is paid by the landlord. But the matter is purely one of arrangement; so much rent and pay rates, or more rent and owner pays rates. Local rates have increased in some parishes. There is the school board rate, burial board rate, local board rate, the sanitary and highway rates, and the toll gates have been abolished. The increase is paid by the tenants, and very properly so, as they elected to have the various boards (with the exception of local and sanitary boards, and abolition of turnpikes), the school board and burial board are the most expensive things the farmers have gone in for. As to the average size of farms in my district. I cannot strike a reasonable

Sir *John Llewelyn*—continued.

average, but there are all sizes from 3 acres to 250. A few holdings have been consolidated (but not to any extent) some years back, by dividing and adding to adjoining farms. The consequence is that there is only one cost of superintendence where perhaps two or three existed before. Holdings can easily be too small to live upon, however well done, unless other work is obtainable. I speak of Lowland farms. The effect of consolidation on production has undoubtedly been to lessen the cost, as stated in the previous answer. One superintendent and his family can look after one or two hundred head of stock as easily as after half a dozen. The effects of consolidation on the employment of labour, I think are that the labour employed is better remunerated by working than it was by occupying just enough land to be neither farmer nor labourer. The effect on rent is a net increase generally, but slight; the net rent is more, by reason of less outgoings. The effect of consolidation on population and inhabited houses I cannot say; population does not seem to me to depend upon rent or acreage. As to sub-division or sub-letting, I do not know of any sub-division by a tenant, but sub-letting takes place for grazing when a man has met with some reverses, and it gives him a chance of pulling up, to which we do not object. The relative effects of small and large holdings respectively on their occupiers as to their practical skill in farming is absolutely nothing. A man who is a good farmer is so, no matter whether his holding is large or small; but on a large holding it is a most important thing for the tenant to be a good manager of men, to be able to put them to work at the right thing at the right time. As to their condition in time of trade depression, they lose *pro rata* upon the capital invested the same, I take it, but no doubt the establishment charges on the larger holdings are larger, and yet it resolves itself into a question of per-centage, and in regard to their ability to provide for their families, the land can only yield a given amount, and out of a very small area I cannot see how anyone is to provide for his family without earning wages somewhere off the farm. The saving powers of men and women are widely different; some will save and starve almost for the pure love of "saving," misers in fact. "The state of "cultivation and nature of farming pursued?" Mixed husbandry; potatoes grown largely in proportion to roots, oats, barley, hay, and grazing; no regular course, five or six shifts as a rule; but a field is laid down with barley or oats and left down until it shows signs of moss, rushes, &c., then it has a round again, but on large farms a more regular system is adopted. The state of cultivation is not first rate as a rule. Stock is badly bred and fed. There are exceptions. There is no scarcity of labourers. Labour is dear; but I do not think the question of cost so much affects the question as the matter of inborn tidiness. There is room for improvement in the ditches, &c., but they are not bad, taken as a whole. There is no land going out of

Sir *John Llewelyn*—continued.

cultivation that I know of, but there is much that should be better cultivated by means of more stock eating cake, &c. on grass. Very few tenants seem to believe that cake eating pays, and they look upon it as a "fad," only to be indulged in by people with plenty of money. "To what extent has waste land been reclaimed "by tenants in your district within living "memory?" I cannot say, but I have seen very little during my 20 years' experience. Improvements are more talked about than executed. "Is there much land still waste "which is capable of profitable reclamation "by (1) ploughing up rough land?" Yes, but whether any one is willing to pay reasonable per-centage upon the cost is a question. No doubt the occupiers would not object to its being done free of charge. "(2) "draining marshy ground." The same reply and remarks apply to this as to the former part of the question. "(3) Embanking rivers." None in my district, and it is an expenditure which no tenant would be justified in incurring except under peculiar arrangements. "Has "there been any considerable change in the "nature of the agriculture pursued in your "district within the last fifty years; (1) arable "land being laid down in pasture." Very little. If any at tenants' expense, but in some cases I believe seeds have been given. "(2) Increase or decrease of root crops?" Rather an increase. Fallowing is not practised, as far as I know, and has not been in my own experience. I cannot say what have been the cause and effect of such changes. "What improvements are gene- "rally made in your district by (1) the landlords?" All new buildings are done by the landlord as a rule, but in some cases additional buildings have been built by tenants, the materials being given them free. Materials are given on this estate practically *ad libitum*, free of charge for repairs and renewals. The tenants come on Monday morning and state what they require, and I have an order book, a copy of which I have here. I give them an order for bricks and tiles, or anything else they want, and they go to the foreman or the storekeeper with that printed order, and get what they want free of charge. That comes to a considerable sum per annum. The landlord obtains no interest (with some exceptions) for his outlay, the tenant obtaining increased comfort and facilities for profit-making as his interest on what he spends. Practically the landlord lays out his money with next to no interest. The tenant lays out his, with an immediate return of more or less interest in the way indicated above. As to improvements by the tenants, it is difficult to give a general answer. There is no common standard of what are "improvements"—ordinary acts of good husbandry, such as opening and cleaning water courses and ditches, making good the fences and banks, gates and gateways, ordinary repairs where materials are given, painting and cleaning, are by some tenants looked upon as "improvements," for which they should be paid by someone. There is no

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uniformity of system, and much depends upon "ways and means." I consider no improvements should be made by a tenant for which he expects to be paid, without the consent of the party he looks to for payment, and the landowner should have the right to refuse to have his land or his buildings improved, and when any improvements are made by the tenant, I hold that as soon as he has recouped himself his outlay plus good interest and something for "his brain" and all other fair charges, that the owner of the land (or raw material) is entitled to reap some benefit from the increased productiveness of his share of the concern, exactly as all quarry and mine owners do by royalty, the more the tenants spend in those cases the more the owner gets in royalty. It is the pent up stores of fertility which lie dormant in the landowner's raw material which are brought into activity by the tenants' outlay on draining, subsoiling, and other good cultivation, but why should the tenant alone reap the whole benefit of the effects of nature? In the case of buildings, sometimes additions are required to enable the tenant to profitably convert the increased produce of the farm into "meat" and "muck." Why should he be supplied with increased facilities for his trade free of charge? Would any tradesman expect his landlord to put up a wing to his shop free of charge? All these transactions should be stripped of all sentiment, and carried out on commercial principles, and two men of ordinary common sense should be left to make their own bargains. One has something to lend out which the other one wishes to hire, let them make their own arrangements; and I hold strongly that it is of no concern to the man who lets out how much or how little profit he who hires makes, or even whether he makes any profit at all, in the case of land any more than in the case of any other commodity. It is no answer to this argument to say that land is a limited commodity, because it is equally true that occupation of land is not a compulsory occupation, and is not pursued unless it pays, as a rule. The consumers care not a straw where the stuff they use is grown, at home or abroad, at a profit or otherwise. Consumers form a large portion of what is known as the State, and I see no justice in the cry for cheap food and interference with the raw material on which food is raised in this country. The Legislature has also decided that payment of rates is "in respect of occupation," which need not be a "profitable occupation," and as payment of rates cannot be evaded on the plea of no profit, why should rent be evaded on a similar plea. As to improvements in the matter of drainage, the custom of this estate is to allow pipes free of charge. The improvements under any of the above heads are very rare. As to gates, the timber is allowed free. Posts are very generally built up. In my opinion the gates should be provided and maintained by the tenants at their own cost entirely and belong to them. As to manures and seeds, they are very careless as to both.

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"In the case of co-operation in improvement, "what is the part usually undertaken by "each, and how is remuneration secured to "either party?" I do not see that there is much co-operation, excepting that the landlord allows the materials. In the case of improvements, wholly or partially effected by a tenant, compensation is granted by the landlord. The tenant is safe of his share, but I never could see where the landowner's share comes in. He is supposed to be always ready to buy materials to give away, &c., without any increased income. I am asked for instances where either party contracts out of the operation of the Agricultural Holdings Act. The agreements are generally framed to contract out of it, and rightly so in my opinion. The Acts are no good to any one but the lawyers. The custom of the country is also contracted out of, as far as I know, but I think there is very little custom so well defined that it has become practically a law. Customs differ in various localities within small distances. "By virtue of the Agricultural "Holdings Acts (1875 and 1883), do farmers "often apply for their landlord's written consent "for specific improvements?" Very rarely; but I hold strongly that every owner should pay for nothing he has not consented to, and should be at liberty to refuse to have his land improved, otherwise he is not an owner, but holds his property subject to the rights of others to improve it if they like, whether he likes it or not. I cannot say whether such consent is readily given when asked for generally, but on this estate it is. I have several instances where we have given consent and paid compensation. I know of improvements made both with and without consent (under agreements expressly providing for consent) and compensation claimed, and allowed as a donation, avoiding giving it as a "right." "What is the "custom of the country as to allowances to "out-going tenants in respect of growing crops?" As to tillage and cultivation, the incoming tenant gets in in time to do his own, but if any has been done it is paid for by valuation. When a tenant is leaving, he usually comes to terms with the new man as soon as harvest is over, as he likes to get away before the winter six months begin. The manure and produce are taken too at valuation as a rule, but sometimes the produce is sold out, the manure very rarely actually goes; if put up, the incomer or the landlord generally secures it. I do not think there is any custom as to permanent improvements. The respective rights as to outgoing and incoming tenants are usually defined under agreement, but those under the custom are very dubious, and personally I do not know that there is any well defined right. "The "liabilities of a tenant as to mode of culti- "vation, dilapidations, and sale of produce?" This is a most difficult thing to define, and I decline to attempt it; it is a very rich nut for lawyers to crack. There is a general principle that the land must be farmed according to good husbandry, but who is to define that? The sale of produce without restitution of fertilisers is, of course, bad husbandry. "Have "many (or any) cases occurred in your dis- "trict where an outgoing tenant has failed "to obtain sufficient compensation for his im- "provements?" I do not know how sufficient compensation can be defined, but I hold that it served him right if he got nothing, if he was soft enough to spend his money on other people's land without first having an understanding where he would be in case of the determination of his tenancy, and if he failed to get that understanding after applying for it, he was silly beyond all hope if he spent his money. I hold strongly that a man should not be so silly as to lay out his money upon any other man's land without first of all ascertaining what position he will be in if the farm is sold or if the tenancy is determined. "Do you know of "any instances where compensation has been "given for the *general* improved condition of a "holding, and not simply for specific improve- "ments?" I do not know of such instances, and I do not think any man has a moral or legal claim. Such result can only arise from good cultivation, which the man has entered into an undertaking to carry out when he took the farm, and by a liberal use of cake, &c., and a man adopts that system with a distinct view of making more profit (which he usually does), and the general improved condition is the natural result. He does not do it with a view of improving the condition of the holding apart from improving his own pocket. General improved condition is a very easily dispelled element. "Is there any right recognised as belong- "ing to tenants to dispose of their interests "in their holdings to any solvent tenant "to whom the landlord shall not have "any reasonable objection?" No; and any such system would be a general curse to the rising generation. Sitting tenants would obtain a very valuable asset, for which they pay nothing. The tenants of the future would have to pay very heavy rents. True, the payment to the owner might be exactly the same, but the interest upon the premium paid the outgoing man, for what is known as "turning his back, &c.," would make a largely increased rent, and this point is hardly ever thought of, I am afraid. It is certain that an incoming tenant had better deal with the owner direct. Then, what are reasonable objections? Who is to define them? I suppose it would be reasonable in a local option man or teetotaller to refuse a publican or a man who got a drop too much sometimes, and *vice versa*. If such a course was adopted, what possible interest could an owner have in his property? He would simply be a receiver of rents issuing from certain farms, as to which he was called upon to do everything in the way of spending money, but somebody else was to fix upon the occupiers; would not any sane man prefer his money in consols which require no repairs, &c.? The outgoing man would naturally select the highest bidder. I pass question 112. With regard to game

Sir *John Llewelyn*—continued.

preserving. Rabbits, hares, and other game are preserved by the landowners in my district. "Do tenants generally avail themselves of the "provisions of the Ground Game Act?" I do not think many do, but certainly some do. It is not every man who has the least interest in the matter, and I feel bound to add that it is a matter of pride to me to find that so many men act honourably up to what was in the minds of both parties when they took the farms, "that the rabbits and hares belonged to the owner," and that they refuse to take advantage of a variation made by Act of Parliament without the consent of both parties. "Is there much "damage done by game to the crops and "pastures of tenant farmers?" I do not think there is. Farms adjacent to covers are always valued at less per acre than land of similar quality away, and an allowance is made. The damage is assessed annually in some cases. When so much is said about game trespass, people forget that all those contingencies are brought into account when the rent is fixed, and the landlord takes part of the payment for the hire of his land in cash, and part in kind, viz., game. "Are tenants expected to beat coverts, &c., "when their landlords go out shooting?" Certainly not. Beaters are hired, and paid and fed, &c., in my experience. "How does game pre-"serving otherwise affect cultivation?" Not in any way. A man farms just the same whether there is game or not. As to the effect of game preserving on the relation between landlord and tenant, I do not know of any hitch. The tenant takes the farm, knowing the game is not his, but reserved to the landlord, who can enjoy it himself or let it. Game preserving in no way affects the labourers that I know of. Its effect on the public generally I cannot say, but if there was no preserving, game would soon become extinct, and a useful article of food would be lost to the public. In my petty sessional district I cannot say what proportion offences against the Game Laws or offences against the person bear to other offences, but it must be a very small proportion, as they are exceedingly rare. "Is the law of trespass in other respects "satisfactory?" No. I should like to see an Act passed, to punish farm labourers and others who, when they should be in bed after a decent day's work, get prowling and rambling about other people's premises after 9 p.m. after servant girls, and playing all sorts of pranks with your larder, &c. It is a public scandal, and an intolerable nuisance, which the farmers admit, but are powerless to stop. I have nothing to say as to the exercise of sporting rights over Crown lands and commons. As to agricultural education, no attention is being paid in my district to fruit culture, practically none to horticulture, none to forestry, very little to poultry farming, very little to bee-keeping. "Are any of these sources of profit to farmers at "present." They all are when practised, but there is no go in the women of the farms in this line, no continuity in their efforts; it is a sort of anything anyhow. "Is there any instruction

Sir *John Llewelyn*—continued.

given (1) in butter and cheese-making?" Occasionally in butter-making, and I believe with marked success, but you cannot persuade the elders that their ancient ways are not the best, even yet. "(2) By field experiments?" Yes, and a grand thing this is. "(3) In other agricultural subjects." Yes, and I am satisfied much good will come out of it, but it is very up-hill work. "To what extent are they being availed "of?" Very limited. It is impossible to get the ordinary farmer to believe that he is not as perfect as he can be, and if anyone does better than he does, he always puts it down to anything and everything except to superior skill on the part of the other man. As to railway rates, I do not think that our produce can be sent away to compete in the great centres of population by rail; whether the companies could carry cheaper and pay their way I cannot say, but I do not see why farmers should expect any favours. No doubt quantities are cheaper shifted than small consignments. As to co-operation, I do not know of any instances of profit-sharing, or anything of the kind, and I do not believe in any such scheme. I have no faith in it in any way. "To what extent (if at all) do "farmers insure their stock, crops, implements, "or buildings?" To a very small extent their stock, and crops, and implements, and only in case of leases do they insure buildings, but I consider they ought to be compelled to do so in annual tenancies, as any fire arising would arise from the carelessness of them or their servants, except in case of lightning, which might be covered by the landlord paying a share of the premium. As to combinations in the nature of trade union among landlords, among farmers, or among labourers (Syllabus, v., 2), I never heard of any such. I hold that in all three cases they have a perfect right to combine for either purpose if they like. No man is bound to let his land to anyone, and if that is so, he has an equal right to say whom he will let it to. It would be absurd to describe a man as owner who could not stipulate that all his tenants should be Atheists, or Mahommedans, or members of any other sects, or of no sect at all, if he choose. "Are there "many tenant farmers who have bought "either their own or other holdings for "their own occupation in this district?" A good many. I do not know what induced them to sink their capital in such a poor paying investment, and one so unsuited to a man with a family, who on his death will expect their regular shares, &c. The purchases have been at various dates, some in 1889 on this estate, but there are many other instances. The auctioneers and the income tax collectors could give good information.

As to the state of cottage accommodation in respect of supply as compared with the past, that has much improved. Cottages are now built of a much better class. Cottages have nothing to do, I consider, with the requirements of thorough cultivation. It is not necessary that each man should have a cottage. Some people prefer single men.

Sir *John Llewelyn*—continued.

"To what extent are diaries and farming "accounts kept?" I have never seen any. When complaints have been made of bad times, I have often said, "Let me see your receipts and "expenditure." but I never yet got a glimpse of one. I think an effort should be made by the Commissioner to fix some prominent tenant farmer to a statement of account, to see what he really charges against the land. "When, "in your opinion, did the different periods of "trade depression begin." I cannot fix it. Depression came very irregularly, and in the case of smaller products it has not come at all. Butter, poultry, eggs, fruit, carrots, milk, pigs, garden produce, &c. have more than held their own, particularly within walking distance of populous towns or sea-side resorts. Butter, in August 1893, in Criccieth, was 1*s.* 8*d.* a pound. I well remember it 8*d.* I am paying for tub butter this week 1*s.* 2*d.* a pound, salt butter. "What are the principal causes "of such depression, and what classes are chiefly "affected by it?" Supply greater than demand. Foreign meat sold as prime Welsh. The producers are injuriously affected, the consumers cheated and robbed by being charged the same price for a sirloin of beef from Canada marked "Prime Welsh." I pay the same for meat now as when I sold bullocks at 9*d.* a pound. I now get 6½*d.* to 7*d.* I wish the Commissioners could say why. The producers are the ones chiefly affected by it, but I know of tenants who have never done better, and they admit it. What remedies do you suggest for improving the profits from land? Increased produce at reduced cost. Greater activity among farmers and closer attention to their business, and a good fair knowledge of the constituents of crops and the soil they farm, and from which they will know what the soil requires and what it does not require, in fact, a thorough knowledge of their business, theoretical and practical. It is absurd to think that, knowing how and when to sow, to reap, to plough, to harrow, &c. will enable a man to wring out of the soil the utmost it will produce, and to quickly and economically replace the fertilising matters removed. A moderate quantity of the right stuff (that is, the stuff which the land is deficient in) will produce at a minimum of cost the maximum result, while ignorance on these points may lead to applying liberally what the soil does not want and cannot utilise, and which might as well have been chucked into the river. This points to the intricacy of claims for unexhausted manurial values which cannot be settled by rules, excepting upon the principle, I suppose, that any attempt to settle it is better than none. A liberal use of cake all the year round will help matters, I believe. As to general relations between landlord and tenant. I believe they are friendly, but I entertain the view on this subject, that neither is under any obligation to the other. A contract exists between them by which they are bound, and I fail to see any reason for expecting some imaginary difference in the relations between two parties

Sir *John Llewelyn*—continued.

to a contract simply because it relates to land other than if it was a contract relating to a railway or a house, or anything else. One man lets out on hire, the other takes on hire, and what difference can it make whether they are friendly or not? Surely Parliament is not going to arrange degrees of friendship between people. Questions 185, 186, and 187 I pass over. "What money have you spent in repairs "and improvements?" Since I was appointed agent in 1871 there has been spent through the estate account the sum of 34,200*l.* up to December 31, 1892, upon repairs, and renewals, and new buildings and materials furnished the tenants. Individual examples taken from the repairs ledger are given.

10,336. What average is that per farm?—1,700*l.* per annum.

Mr. *Seebohm.*

10,337. Perhaps you would not like to say upon what rental, but upon what acreage? What is the acreage?—7,000 acres now. There was considerably more than that, but I have extracted here at considerable trouble from the estate books of the various estates some examples showing the acreage, the rent in 1872, the amount spent on the holding during the 20 years, and the rent now. (*Papers put in.*)

Sir *John Llewelyn.*

10,338. Is the rent more or less now?—In many cases less. I have an example here, for instance. One farm is 150*l.* We spent 327*l.* 5*s.* 11*d.* on it. It was 150*l.* when we sold it. We sold it the other day. The tenant sent in a claim for 819*l.* and we gave him 200*l.* as compensation; he was not entitled to sixpence. He claimed one-sixth of the selling price of the farm. I could show you other cases. There is a farm here 63*l.* rent; expenditure on it 163*l.* It is now 61*l.* 10*s.* I should like to put these in. They are all fair copied and have been prepared at considerable trouble (*handing in statements*).

10,339. Is there anything you wish to add to your evidence?—No, not on that point. I think I will pass all the other questions. I do not see that there is anything affecting the question of land tenure. It appears to me that land tenure in Wales, as far as I understand it, is the same as in England.

Mr. *Brynmor Jones.*

10,340. Sir John Llewelyn has been good enough to point out to me your answer to the question, "Whether there are many tenant "farmers who have bought either their own or "other holdings for their own occupation in "this district." You reply "A good many." You have also added that you cannot state why

Mr. *Brynmor Jones*—continued.

they were induced to do so. It occurs to us that possibly it might be with a view of getting fixity of tenure?—No, I do not think that they would acquire fixity of tenure by so doing, unless they had money to pay, because they would be still liable to the mortgagee.

10,341. That, of course, may be a mistake on their part, but it was with regard to the motives that induced people to become freeholders that I was asking you?—No, I do not think so.

10,342. You were good enough to say that you wished to express some opinion as to the principles upon which a sound land law should be passed. Did I catch aright this expression, "land is an article"?—Yes.

10,343. Then am I to understand from that that your view is that one of the principles of a sound land system should be that the landowner should have the same rights over land that he has got over other subjects of property, say watches and tables?—Yes.

10,344. That is your view?—That is my view.

10,345. If you will permit me to say so, I thought you followed that view out quite logically throughout all the opinions you have been expressing?—Yes, that is my stand.

10,346. Then may I ask you whether you would lay down as a principle that the good of the community is an element which should enter into the formation of a good land system?—Absolutely not. I do not see that the outside public has anything to do with it.

10,347. I thought I gathered that from you. What I am putting to you is this: Then you want the law to be altered so as to make the landlord an absolute owner?—No, I believe he is now, and I am satisfied with it as it is.

10,348. But the law does not say so?—Pardon me.

10,349. Every man is only a tenant, even the landlord is only a tenant, under the Crown, according to our land laws. I thought you were under some misapprehension?—No, I take it every man is the owner of his property, subject to the exigencies of the State, not the community.

10,350. But what is the State but the aggregate of individuals forming the community?—Quite so, that is true, but then the ownership is absolute, subject simply to taxation for Imperial purposes and local purposes.

10,351. That is not the law now?—It is the law, as I understand it.

10,352. As a matter of fact there is no such thing as absolute property in land known to our law?—Well, I am satisfied with the amount of absolute property which we now have.

10,353. Of course, we are not determining what the law is, we are considering the general circumstances with a view, if we should be of that opinion, of recommending alterations. Now does it not occur to you that it is a somewhat strong position to take up, in reference to an article, as you call it, like land, to say that any person in the State should have the same rights over land that he has over watches and tables and chairs, when I mention this circumstance to you: land is necessary for all, is it not?—No.

10,354. A man must be born on land?—Not necessarily, he may be born on sea.

10,355. But there is land under the sea, after all?—Ah, but there is no right of freehold property in the sea outside the three-mile limit, at any rate.

10,356. No, that is so, and that is because it is not deemed expedient to permit even those great aggregates which we call States to have an absolute property in the sea?—Well, I cannot follow that argument, but what I hold is this, that if I invest a thousand pounds in sods or land I want it to be mine, as much as if I invest a thousand pounds in watches. That is what I wanted to express. You have the right as a State to tax the watches for Imperial and for local purposes if necessary. I want to have the same right.

10,357. I want just to elicit your opinion upon the point. You have argued very logically from your postulate; that I am willing to admit; but does it not strike you that, land being limited in quantity and population increasing, it might be necessary and expedient to alter this position, and not to allow landowners to have the same right in land that they have in watches?—No, it does not.

10,358. You do not even think that?—No, because the occupation of land is not a necessity. It is not necessary for a man that he should occupy land until he dies, then he must have a bit to be buried in; but it is not incumbent upon any man to take land unless he wishes. There is no compulsory occupation.

10,359. But putting aside the case of the sea that you put, we are all occupying land here at this moment?—No, you are not occupying land, you are occupying something which is above the land at the present moment.

10,360. We are in a building which is built on land?—Yes, but really it is no use splitting straws upon that point, because we come to this: Your argument is that because land is limited in quantity there must be exceptional dealing with it.

10,361. That is my suggestion to you?—Then if you can prove to me that there is an absolute necessity for every man to have a share of that land for his occupation, so as to enable him to live, I shall agree with you.

10,362. I thought it would come to that. Now let me put it in another way. Seeing that this commodity, or article as you call it, is, according to the admission you have made, very important at any rate, if not absolutely necessary, is there freedom of contract between those who have now got even the rights in land that the law accords and persons who have got rights in land to such an extent as they have—is there freedom of contract between landlords and

Mr *Brynmor Jones*—continued.

tenants?—Perfect freedom, as far as I understand it.

10,363. How can there be perfect freedom when the landlord is dealing in an article or commodity which is limited?—But he is dealing with a limited number of persons requiring that article. There must be an owner of the land even if the State take it. Assuming you abolish private ownership in land, there must still be ownership in land, and there must be administration of land, in smaller or larger quantities. You cannot throw open the land and say, "We have done with the landlords, help yourselves boys." There must be administration; whether it is by the State or by private individuals comes to the same thing.

10,364. But you have admitted the absolute ownership of the State; you have admitted the right of taxation, for instance?—I admit the State owns the land and us. If the State says that you and I must go and shoot the foreign enemy, we must go, if the exigencies of the State come to that; we are all the property of the State.

10,365. I see your point as to that. Now is this estate of Mr. Nanney's in any manor? Is he a lord of the manor?—No.

10,366. In what manor is it?—In no manor at all that I am aware of, that is to say, I have never had any manorial rights claimed, excepting that the Crown claims to be lady of the manor over certain portions of the mountain which I suppose she is.

10,367. When did these enclosures of which you speak take place?—The last one that I was concerned in, in any shape or form, was I think, in the year 1868 or 1869.

10,368. Was that done by Act of Parliament?—Yes, it was the Llangwm Enclosure Act. I think it is partly in the county of Merioneth and partly in the county of Denbigh.

10,369. Were there recreation grounds and allotments provided under those enclosures?—No, I think not. They were public stone quarries and roads.

The *Secretary.*

See 6679.

10,370. It is the one referred to by Colonel Lynes?—I think it was the Llangwm and Cerrig y druidon Enclosure Act, to the best of my recollection.

Mr. *Brynmor Jones.*

10,371. You are not aware of anything that you would call a hardship having taken place upon Mr. Nanney's estate recently?—No.

See evidence of next witness.

10,372. Do you know the case of Mr. Owen Owens of Bethesda?—I do not know a man of the name of Owen Owens of Bethesda.

10,373. Do you know a farm called Fachgoch near Tremadoc?—Yes.

10,374. Do not you know that Owen Owen's father took that in 1874?—Yes.

10,375. At a rent of 47*l.*?—I believe that was the rent, yes.

10,376. And I think the father died some time afterwards. Within two years ago I think

Mr. *Brynmor Jones*—continued.

the farm was sold to Mr. John Jones?—That is so.

10,377. Did you offer the farm to the tenant?—No.

10,378. What were the politics of the tenant?—He was a Conservative, I believe. He always had the reputation of being a Conservative.

10,379. How is it you did not come to offer it to him?—I did not feel bound to offer it to him; we offered the two farms, Fachgoch and Taicochion. There had been a talk of selling them, and indeed, an attempt to sell them some years ago; the prices did not come up to the mark, and we offered them to a gentleman close by, a first-rate landlord, and a good man all round. We had great difficulty in getting to this farm, except by permission of this gentleman, and we sold them to him at what I said—a good price, and we sold the farms with the agreement for compensation to the tenant, so that if anyone had to compensate them, it was the man who bought their holdings.

10,380. Have you entered into an agreement to sell it?—Certainly. I could produce that. I did not know you would want it.

10,381. Never mind. It is in the usual form?—Yes, a copy was handed up yesterday. You will understand I never terminated Owen Owen's tenancy. I passed him over with the farm.

10,382. Well, but afterwards, when he found that he was evicted by the succeeding owner, he came to you and told you of the improvements he had effected on the farm?—Oh, yes.

10,383. It is the fact that he had drained and walled, is it not?—To a very small extent indeed.

10,384. Well, he had done something, say 87*l.*?—How much?

10,385. 87*l.* on the buildings?—87*l.*?

10,386. His father had spent 87*l.*?—Nothing of the sort. His father had built under an arrangement which he entered into, and was allowed the materials and everything for it. It is perfectly true that Owen Owens and the other tenant put in claims, or sent in claims for improvements made on the farms long before they became the property of Mr. Ellis Nanney, over 40 years ago, but let him produce his claim and let us see it.

10,387. You know you are bringing everything down to the terms of the law, so that when I ask you whether you consider this man was hardly treated, I am not asking you a lawyer's question at all, I am asking you a question of morals, a question of good conduct as between citizens?—Well, sir, I say he was not hardly treated, and I should be very sorry to let out in a public court all that I could say about this man, but really if one is pressed——

13,388. You did not give him notice?—I did not wish to.

10,389. Then if he is such a bad man, why did not you, on your principles?—I handed him and the farm, which was an outlying place, to another gentleman altogether. I should never have disturbed the man.

Mr. *Brynmor Jones*—continued.

10,390. I am not saying that you would. You have said that there was no instance of hardship on the estate?—And I say so still.

10,391. I am putting it to you that after this man's father had been there years before, and he had been there so long, as you were going to sell this small farm, it would have been at any rate courteous to offer it to him?—No, I do not think it would, because the two farms were bound to go together, and he could not have bought the two farms, and if I had split the two farms up I should have utterly ruined my market. He would not have bought his neighbour's farm. There was a regular mixture up of the sheep and the sheep walk. There was a deal of trouble in the whole matter, and it is to nobody's interest to alter it.

10,392. Do you consider this a fair agreement?—I do.

10,393. Let me call your attention to Article 21: "It is also agreed (except as provided in "in the preceding clause) that the provisions "of the Agricultural Holdings Acts, 1875 and "1883, shall not apply to the tenancy hereby "created"?—Yes.

10,394. Are you aware that you cannot contract out of the provisions of the Act of 1883 except as to section 33, about the notice to quit?—Quite true.

10,395. Then why do you put it in the agreement?—It has no effect if it is not valid.

10,396. But it has an effect upon the minds of ignorant persons?—No, it has not, nothing of the sort.

10,397. You talk about principles. Do you think it is right to draw up a form of agreement contravening the law of the land?—I do not say it does contravene the law of the land.

10,398. Let me read you the law of the land?—The law of the land is perfectly clear, that if I do put anything in the agreement which contracts out of it it is of no effect.

10,399. You said, "Do not let us split hairs," a moment ago, you know. "Any contract, agree-"ment, or covenant, by virtue of which the "tenant is deprived of his right to claim com-"pensation under this Act in respect of im-"provements," and so on, "shall, so far as it "deprives him of such right be void in law and "equity"?—Quite so. The intention of that clause is this: that there is a substitution for manurial compensation as against the compensation settled in Schedule 3 of the Act. That was the intention.

10,400. Where is that?—You will find there is compensation given on a liberal scale for cakes and manures, &c., and it is to substitute something positive for something which is the reverse in the Act; and, with all due respect, a solicitor is responsible for that clause.

10,401. I do not care whether a solicitor is or not?—No, nor I, sir.

10,402. I am only putting it to you. You vouch this as a fair agreement?—I do, but I do not hold myself responsible for anything as to legality in it—the legal portion of it.

Mr. *Brynmor Jones*—continued.

10,403. Supposing a man's father has been on the estate, and he himself has been on the estate for 20 years, and then he gets into debt for 10*l.* to a tradesman and he is not able to pay the 10*l.*, and the tradesman issues execution for his goods?—Yes.

10,404. You can go in the next day under this agreement?—Yes.

10,405. Is that fair?—Quite, and a grand thing for the tenant, too.

10,406. That if a man should have a *fieri facias* issued against him you should have a right to resume possession at once?—Yes.

10,407. How is it a good thing for him?—Because he then falls into the hands of a man who is likely to have mercy on him. If he falls into the hands of the solicitors and general creditors they will not leave him while there is a feather on him.

10,408. But this does not prevent the creditor from suing him in the county court?—Then the tenancy determines. If I clear out the creditors I say to this poor chap, who has, perhaps, been swindled, and gone security for somebody, "Morris Jones, I will give you a chance again; "you shall let this grazing land and pull up "for a year or two." I have cases on the estate where I have done it, and where it has been the greatest charity to the man and his family.

10,409. But in the case of the goods being taken again by the creditor you may give him the very same chance without the tenancy being determined?—How could I?

10,410. I do not know whether you could, but the question is whether you would?—He would have a fresh lot against him as soon as he got the stock in. I do not say so far as the creditors are concerned it is any good, but so far as the poor tenant and his wife and family are concerned, it is the finest protection for him in the world, and it is his only chance of ever getting on his legs again if he once gets down.

10,411. Then, again, take this: "The land-"lord reserves to himself, subject to the Ground "Game Act, all game, rabbits, fish and wild fowl "with liberty for himself and other people "authorised by him to enter upon the lands and "to pursue and take the same." Supposing they do damage, ought not the tenant to have some compensation?—Certainly not, if he signs to take the farm without it.

10,412. I ask you, is it fair to make a man take the farm, or to suggest that a man should take the farm and reserve their rights without offering compensation?—Perfectly fair. A man sees what you offer him. You say, "You shall "have my farm at 50*l.* rent, subject to these "conditions," or "If I abolish all these con-"ditions I take 70*l.* a year for the farm."

10,413. Supposing a man has been a century there, and then you offer him a new agreement. What do you say then?—Even then I say it is perfectly fair, if you offer him a fair agreement.

10,414. In other words, you think a monopoly is fair?—No, I do not.

Mr. *Brynmor Jones*—continued.

10,415. But it is perfectly obvious in that case that the landlord has got a monopoly, because the land on which the tenant or his family has been on the land for centuries is the only land in the world in regard to which he stands in that relation?—Not at all.

10,416. The only land in the world upon which his family have been for so long?—What does it matter.

10,417. It is sentimental, if you like?—Sentimental, but that is nonsense.

10,418. It is what Mr. Wynne said yesterday?—I do not care what Mr. Wynne said; I am expressing my opinion, and I say you cannot introduce sentiment, and value it in the account.

10,419. Mr. Wynne, of Peniarth, yesterday said he would object to the introduction of a Land Court, because it would destroy the friendly relations that have been existing so long between landlord and tenant?—I quite agree with him upon that point.

10,420. But that is sentimental, is it not?—Not at all; it is not sentimental. It would reduce itself into a commercial question, and destroy sentiment entirely.

10,421. That is not the way it was put yesterday?—It is the way I am putting it now, sir; I am not responsible for what Mr. Wynne said.

Mr. *Griffiths.*

10,422. I think you said that you remember a few farms being sold to tenant farmers?—Yes, on the estate I manage now.

10,423. You do not remember which ones they were?—Yes, many in the neighbourhood around. The number of freeholders is increasing in that way.

10,424. You have no reason to give?—One of my reasons is this: that farming is not the bad thing they all make it out to be.

10,425. You say that tenant farmers are better off as a rule than otherwise. Why should these men—so many as I see before me now, 59 on the same estate—have purchased their farms. In another place the total of them is 168?—That they have purchased on one estate, do you say?

10,426. Yes, 59 on one estate?—I never heard of as many as that purchasing on one estate.

10,427. Do you know the Brynkir and Madryn Estate?—Yes, very well; but they are not the same estate; they do not belong to the same people.

10,428. Whether the two estates are the same, I cannot say, but there are 59 given as the number?—Yes, I quite believe that; I thought you meant on one estate.

10,429. I do not know about its being one estate, but it seems to be a great number. You have no reason to give why these men should be inclined to go and buy their land?—No, I have not.

10,430. From the evidence we have heard here to-day of how some of the tenant farmers have been treated, I quite see to my thinking there is a very grave reason why they should be

Mr. *Griffiths*—continued.

inclined to buy their farms?—How do you mean—the way in which the farmers have been treated here to-day?

10,431. Many of them have laid out so much money upon their farms, and the farms have been sold and the rent risen, and all the rest of it? Is not that course of proceeding quite unwarranted? It shows a lack of sense to go and spend their money without having the slightest security for it?—How are you going to protect men from making fools of themselves?

10,432. But I ask you, is not that a reason why they are inclined to buy their farms?—No, I do not think it is.

10,433. I am not sure whether it was you who told us yesterday that the tenant farmers' wives did not work at all?—No.

Professor *Rhŷs.*

That was the day before yesterday, when Mr. Wynne suggested that they did not work in the fields.

Mr. *Griffiths.*

No, that they did not work at all.

Professor *Rhŷs.*

It was Mr. Wynne of Peniarth, I think; he explained that they did not work in the fields. You may ask your question all the same.

Mr. *Griffiths.*

No, it does not matter.

Mr. *Richard Jones.*

10,434. I think you said that a good farmer would farm well under any conditions?—No, I did not say that.

10,434A. Will you kindly explain that?—I said that a good farmer would farm well, however bad his agreement was, and a bad farmer would farm badly, however good his agreement was. I will read the reply if you will give the number of the question. I think it is No. 38: "Are any "of the clauses considered oppressive? What "effect have they on cultivation?" My answer is: I am not aware that any are considered oppressive. I cannot say what effect they have on cultivation, as I believe a good farmer will be a good farmer, however bad his agreement, and a bad slovenly farmer will be so under any agreement ever made or to be made hereafter.

10,435. But if the agreement is such, and if he signs it, that it does not protect him and secure for him compensation for unexhausted improvements, is there any encouragement for good farming?—No, from a commercial point of view there is not any encouragement.

10,436. Do you think that a farmer under those circumstances is likely to farm so well?—He is a very silly man if he does. A man is a great ass if he spends his money without knowing exactly where he is going to be when he is done. I want them to bring that

Mr. *Richard Jones*—continued.

commercial intelligence to bear upon the trade of farming which a man brings to bear upon the trade of selling cloth, or anything else, and the sooner they do so the better for them.

10,437. You say you do not know what population has to do with rent, I believe?—I look at the question as regarding population produced on the farm. I do not see why, if a man is blessed with a large family, that that has anything to do with the rent.

10,438. Was it in that sense you used the word "population"?—Yes.

10,438*a*. I took it in another sense?—Of course, populous places have a great deal to do with the rent.

Mr. *Brynmor Jones.*

10,439. I thought you meant that. I took it in the way that you are saying?—Yes.

Mr. *Richard Jones.*

10,440. I see you mention that there is a great increase in the quantity of potatoes raised. What is the cause?—Did I say "increase"?

10,441. Well, that there is a large quantity?—No, I say that there is a larger proportion of potatoes grown to the root crops than in my opinion there ought to be.

10,442. I have noticed that in Mr. Lleufer Thomas's report.—I believe it is a bad system of farming, but nobody will believe what anybody else says about it; every man will take his own way here.

10,443. Is there any demand for potatoes in these seaside places?—No, it is the pigs; all the manure is put to the potatoes for the pigs—good and bad—all huddled together.

10,444. This question has been handed to me by Mr. William George: "Were common lands ,402, "enclosed in Rhoslan, and was any compensation 3. "paid to the parish in respect of the almshouses "belonging to the parish on this common?"—The enclosure of Rhoslan was before my time; I know nothing about it whatever. I have only been in this locality 21 or 22 years.

Mr. *Seebohm.*

10,445. You have stated, I think, very clearly, that your view is that a man is foolish who makes improvements without ascertaining what his compensation will be as regards them?—Yes, and I go further than that; that, although in our agreement we give them compensation which they admit is liberal, they will not take the trouble to come and get the consent to making the improvements to put themselves in a position to claim, with some exceptions. I have notes of three or four here who have come and got consent, and it is attached to their agreements. It is as good as a note of hand to them; if the owner of the property were to die to-morrow, or if I were to die, there is a record of it in the office book. We sold one farm called Taihirion in the parish of Clynnog. That man had got his certificate, and I paid him

Mr. *Seebohm*—continued.

120*l.* in the sale room at Carnarvon to enable him to pay the deposit on his purchase; he bought the farm. He could have defied the landlord and everybody else; he had got a claim on the estate; and what I want every tenant to do is to take care to do that before he spends a shilling on the property; he cannot do that until he gets the consent.

10,446. I can quite understand what you mean, but then is it so in fact? You present, for instance, an agreement to a tenant which contains a clause which, to some extent, is void, owing to what Mr. Brynmor Jones pointed out. You assume the tenant is so ignorant of the position, or is in so difficult a position, that he has to accept it even with that illegal clause, or that void clause in it?—No, it is nothing of the sort. The tenants, I assure you, are perfectly well advised about these matters; they do not trust to their own knowledge; there is not a single scrap of written matter which is signed by the tenants in this locality, or many miles round that is not subject to a good pretty sharp legal eye. At the same time when the tenants are invited to come to the office, they have had the agreement in their possession for 2 or 3 months before they were to sign it. It was competent for any tenant to go to any solicitor to ask him to look over it. I believe many did so, and had any tenant said to me, "Well, this is a doubtful clause as to its construction," I should have said "Wipe it out," and if they choose I will wipe it out to-morrow, with the consent of my principal.

10,447. Would it not be better for the landlord to put it in a perfectly clear form which was actually legal, and which would show the actual state of things?—Perhaps it would be better.

10,448. I may take it that in your opinion it would be better?—Yes, I think you may take it that it would be better.

10,449. If you take a house from year-to-year, you know perfectly well what that year-to-year tenancy is. You would still think it a hardship if, after you had removed your furniture and fitted up the house, expecting to go on in that house for years, you should be turned out the very next year?—I should consider it a hardship. At the same time I should blame myself for having been such an ass as to go to that house, and that expense, without protecting myself. There is this to be said in respect to that: every change of tenancy in my experience means a year's rent expended on the place for something or other. The colour of the dining room paper which suited you would not suit the next man, and a grate that suited you would not suit him, and so on. I hate a change of tenants.

10,450. We had a case in which the agents for the landlords, who were trustees, stated that they thought what they were doing in letting a farm over the head of a man who had spent a good deal of money on the farm was a hardship, but the law required that they, in their duty as trustees to the persons for whom they were

Mr. *Seebohm*—continued.

trustees, should get the full value that they could possibly get under the law. That is one of the conditions that any estate may fall into by a death, and then what you say would apply; that anyone would be a fool to take a farm, according to you, with that risk?—Not under our agreement. If you become a tenant on our estate, and carry out the agreement, and you say, "Mr. Jones, I want to spend 500*l.* in draining "the farm, but I will not do it unless you give "me security," I should say, "Very well, what are you going to do?" "I am going to spend 500*l.* on drainage." "Well, let us see the plans"; and when you have settled the matter agreed, I give you the written authority, which is entered in the letter book, and you proceed with the works, and when completed you bring the bills to the office, and you get the certificate. It does not matter what becomes of the estate, it is a claim against the freeholder.

10,451. I quite understand that, but supposing you had made an agreement that you would rebuild the house, and the tenant should do a certain amount of haulage, and he does that haulage in the expectation of enjoying the house sufficiently long to recoup him for the haulage, it may be that that very year the landlord may die, the estate may have to be sold, and he may be turned out and get nothing for the haulage?—Well, where those things have occurred there is no doubt it is a hardship.

10,452. Is it not better, both for the landlord and the tenant, that the agreement for compensation should be made in such a form that so far as possible it covers these contingencies?—Then I may say that our agreement does carry that out.

10,453. I hardly see it does with regard to haulage, and with regard to anything that a man must do on a farm?—This is Clause 13: "If a "tenant executes entirely at his own expense, "on his holding, any of the improvements "hereinafter mentioned with the previous consent in writing of the landlord or his agent, "he shall, subject to the provisions hereinafter "contained, be entitled on the determination of "the tenancy (if it shall terminate, as to the "improvements firstly hereinafter mentioned, "within thirty years after the same shall have "been made, and within twenty years as to the "improvements secondly hereinafter mentioned, "after the same shall have been made) to compensation in respect thereof as hereinafter "provided, that is to say:—(1.) If he erects or "improves any building, the amount of compensation shall be the sum properly laid out "by him thereon, after deducting one thirtieth "part thereof for each year the tenancy continues after the year of tenancy in which the "outlay is made. There shall be taken into "account of reduction of such compensation, "any sum reasonably necessary to be expended "for the purpose of putting the same in tenantable repair or good condition. (2.) If the "tenant improves the land by draining or clearing the same of stones, or making, altering, or

Mr. *Seebohm*—continued.

"straightening fences, the amount of compensation shall be the sum properly laid out by him "thereon after deducting one-twentieth part "thereof for each year he continues tenant after "the year of tenancy in which the outlay is "made, but no drains for which compensation "will be allowed shall be of a less depth than "three feet, unless the same have been sanctioned in writing by the landlord or his agent. "Should the tenant prefer to execute, with the "previous consent in writing of the landlord or "his agent, any of the improvements mentioned "in this clause, by having materials allowed (as "in Clause 4), he will be allowed compensation "upon his share of the legitimate expenditure "in labour and cartage, upon one-half the scale "in the case of his doing so entirely at his own "expense. Certificates of compensation must "be settled within twelve months of completion "of the works, and must be produced at each "rent audit for the amount due to be marked "thereon. The efficiency of the works made by "the tenant and the amount of compensation "due to him in respect thereof shall in case of "disagreement be referred to arbitration."

10,454. I see the intention of that clause is to be perfectly fair, so far as I understand it?—That is the intention.

10,455. I am not quite sure, even with regard to that, that if a tenant were to get the previous consent of his landlord, and agree with his landlord that a house should be built by the landlord, he contributing the haulage, that the haulage would be included. Do you think it would?—Yes, undoubtedly it would.

10,456. If in your agreement, which I have not seen, that item of haulage is made safe, do you think it is so in the majority of agreements in this district?—That I cannot say.

10,457. But if it was not you would say it was not a fully fair agreement, would you not?—I cannot say I should say it was not a fair agreement, but I should say the tenant was unwise in taking upon himself pecuniary burdens where he was not covered. He should carefully consider what his position is before incurring these expenses.

10,458. We have had many complaints about the haulage. I wanted particularly with regard to the haulage to know whether in your opinion it would not be wise for landlords to fully compensate, as you think you do, for the haulage in those cases?—I do not quite follow that question.

10,459. If the general habit of agreements in this country is not to cover the haulage, in those cases would it not be wise that they should be altered so that they should cover the haulage?—Yes, I do. I go to this extent, that the tenant ought to be compensated for everything, whether it is haulage or anything else.

10,460. And that it ought to be in the agreement?—Yes, that is my opinion, that it would be better it should be so. At the same time I go to this extent, that if a man likes to let his

Mr. *Seebohm*—continued.

land upon other conditions, I am in favour of his having that right. I do not advise him to do it, but I claim he should have the right to be as obstinate as he likes so long as he owns the property. What I claim for a right I do not suggest is a wise thing to do, but I say if I am the owner of the property I want to be the owner of it.

10,461. If the Agricultural Holdings Act could be so far altered as to make it perfectly fair as regards haulage, you would think it would be wise it should be so?—Well, I think the Agricultural Holdings Act, in the absence of agreement, would not benefit him a bit, unless he had given the proper notices. In the Agricultural Holdings Act a man cannot claim for building unless he has given notice, and obtained consent according to Schedule I. He must obtain consent under that Act, and he must give the proper notices, and if he does not he is out of court, in my opinion. We have an old Welsh proverb, "*Y mae'r cyttundeb sala yn well n'ar gyfraith oreu.*" That is my opinion; that the worst agreement is better than the best law. An Act of Parliament is nothing more nor less than food for the lawyers and valuers.

Professor *Rhŷs*.

10,462. You said just now that some of the farmers have applied for permission to effect certain improvements on their farms?—Yes.

10,463. Can you tell me how many?—I have brought here two to-day.

10,464. What I wanted to know particularly was what class of farmers they were?—We have one 150*l.* per annum, and we have one 40*l.* per annum, and one we had was 14*l.* or 15*l.* per annum, and we gave him the certificate, and he got the 120*l.*

10,465. It is not a case of the smaller farmer being negligent exactly—some of them have also applied?—Yes, one or two of them.

10,466. Your policy, I see, is to carry out the principle of *caveat emptor*, let him take his chance—he is to look to his agreement?—Who?

10,467. The tenant. If he does anything that is not in his agreement, and so on, you consider he is acting foolishly?—I think he is a silly man. The survival of the fittest is one of my principles.

10,468. In what sense?—In every sense. If a man cannot look after himself there is no one else will.

10,469. Do you say the tenants insure the buildings on the farms?—Well, I am a tenant myself and I insure the buildings on my farm.

10,470. What is the practice on the estate?—I am sorry to say not a single tenant I know, except two or three leaseholders, insure; but I think they ought to be made to insure.

10,471. Not the landlord?—No.

10,472. Is that the case on most estates?—It is on some estates I know, and rightly so, I think, because if the buildings are burned it is sure to

Professor *Rhŷs*—continued.

be by the tenant's servant man setting fire to the hay, with a candle or match for instance; it would not be by anything the landlord would do.

10,473. At present the landlord would run a risk if that took place when the buildings are not insured. The landlord is concerned?—Yes, he is concerned. It means this, that he will probably have to rebuild them. But the tenant runs this risk, that the farm may be divided amongst the next two farms to save the cost of rebuilding.

10,474. Do you often do that?—We have never had a case that I know of. We have, as I have said in my evidence, put one or two farms together.

10,475. You mentioned just now the habit of the servant men going about prowling after the girls during the night. Would you mind telling me what districts you had in view?—I reside in Criccieth myself, and I speak of all the other districts. I think it is the common complaint from one end of the country to the other.

10,476. What county?—Carnarvonshire and Merionethshire. I know them both well, and I know a great deal of Flintshire and Denbighshire.

10,477. Merionethshire has a comparatively good reputation with regard to morality. Is that not so?—Well, not that I know of.

10,478. All the country round Criccieth particularly you know?—Well, I speak of the habit, and the farmers themselves complain of it.

10,479. I wish you would specify certain districts. I think this sort of thing ought to be put down?—Well, I say that the whole country suffers from it.

10,480. What do you mean by the whole country?—The whole of Wales, so far as my experience goes.

10,481. There is a great difference. What districts do you mean particularly; there are certain districts where it is not so customary?—Well, I should be glad to hear of those beauty spots. Will you kindly name them?

10,482. It is generally supposed that there are certain districts which are more given to this practice than others. I want to know which you mean?—I meant all the country of which I know anything of, is, so far as I know, equally bad. I am not going to blacken one part of the country more than another.

Mr. *Brynmor Jones*.

10,482*a*. It is suggested I should ask you this question. What are your duties as Inspector to the Board of Agriculture?—I am one of the land inspectors of the Board of Agriculture.

10,483. Is there much work in the discharge of your duties under that office?—Not at present, I am sorry to say.

Re-examined, 11,824.

The witness withdrew.

Mr. Owen Owens called. Examined through an Interpreter.

10,484. [The interpreter read the following statement by the witness.]

"Owen Owens, Hill Street, Gerlan, Bethesda.

"I am now a quarry labourer, but used to be a farmer.

See 10,372-10,391. "I have come all the way from Bethesda specially to give evidence.

"In 1874, my father took Fachgoch near Tremadoc, of Mr. Ellis Nanney.

"The rent was 47*l.*

"My father died in about 12 or 13 years after going there, and I took the farm afterwards.

"Two years ago the farm was sold to Mr. John Jones, Ynysfor.

"It was not offered to me, nor did I know anything of the sale until afterwards.

"The first thing I got afterwards was a notice to quit.

"I went to Mr. John Jones for the farm, but he said he would not let it to me without a rent of 60*l.*, and taking part of the Ffridd, sufficient to depasture 40 sheep on, away as well.

"I refused to take the farm on these terms, and had to leave.

"I was not paid a penny for any improvements I had made.

"My father had actually spent in cash 87*l.* on buildings, and had done the cartage besides.

"I tried to get something from Mr. Walter Jones, the agent of Mr. Nanney, but he refused to give me anything.

"I consider that our improvements had considerably increased the value of the farm.

"I had an agreement during my tenancy of the farm, but my father had none.

"Farmers generally are afraid of applying to their landlords for written consents to effect improvements, lest they should get notice to quit.

"They prefer relying on the landlord's honour, but in my case I was sadly disappointed because my father did so.

"I consider that I lost about 150*l.* in the stock alone in having to sell at the time I did."

Mr. *Brynmor Jones.*

10,484*a*. Mr. Walter Jones puts the question: "Did your father receive 23*l.* 18*s.* as compensation for walls and drainage?"—Never a halfpenny.

10,485. Mr. Vincent puts this question: "Was not 91*l.* 19*s.* 4*d.* spent on your house"?—I cannot say how much they paid for the materials; we paid for the work.

[Adjourned to Monday next at Pwllheli.]

THIRTEENTH DAY.

The Town Hall, Pwllheli, Carnarvonshire, Monday, 18th September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. RICHARD JONES.
MR. FREDERIC SEEBOHM, LL.D., F.S.A.

MR. D. LLEUFER THOMAS, Secretary.

Chairman.

Before we begin, I should like to say that the evidence of the Welsh witnesses will be taken in the same way as we have settled to take it up to now, that is to say, the Welsh evidence will be gone through in another room by one or two of the Commissioners who understand the Welsh language, so that there can be no mistake in the evidence as given in English. Every witness will perfectly understand the evidence he proposes to give will be read out to him by one or two of the Commissioners so that he may perfectly understand his evidence, which will be read out in English. I shall be glad also at the same time if anyone present, whether they are tenant farmers or landlords, or agents, or representatives, or gentlemen of the Press, or any person, if any evidence is read too quick or is not understood or not heard, or misunderstood in any way, will at once let me know, so that the matter may be cleared up. We are extremely anxious that every person should understand the whole of the evidence, and I should be personally obliged if any gentleman who is in Court who is interested in the examination would be good enough to put any question to me at the time if any question put to the witness is misunderstood or not taken down correctly.

MR. WILLIAM HUMPHREYS called and examined.

Chairman.

10,486. Where do you live?—Aberkin.

10,487. What are you?—I am a tenant farmer.

10,488. And what is your acreage?—175 acres without right of sheep run.

10,489. Who is the owner of the farm?—The Hon. Frederick George Wynne, of Glynllifon.

10,490. Have you any property of your own as well?—I have a very small place, about 8 or 9 acres?

10,491. Freehold of your own?—Freehold of my own; but I do not farm that; I let it.

10,492. Will you kindly tell us what you wish to say?—I wish to give evidence about my own farm and the neighbourhood, and I wish it to be perfectly understood that I give this evidence entirely as an independent witness, and that I have not been asked to give evidence by any person or association. First of all as to question 5 in syllabus. I believe recent enclosures of waste land have done a deal of good. The said land is now properly cultivated and the proper amount of stock put on it. Before it used to be overstocked, and that too to such an extent that it was detrimental to the stock, and thus causing serious loss to the different owners. I do not know of any unenclosed land in my district. There are no rights of sheep walk in my district. I consider unlimited rights of sheep walk most injurious, inasmuch as they are an inducement to farmers to put more sheep on than their rights will carry. I think that matters are managed best on large estates. I do not think that politics or religion or language make any difference between the tenant and the landlord. As for myself I can understand my landlord's English and he can understand Welsh. My landlord never interferes with the politics or religion of his tenant. They can act according to their own opinions. The time of entering on a farm is the 25th of March. Agreements are most common. I do not know of a single case of a tenant asking for a lease in my district. I consider that tenants are safer under agreements providing they get security for unexhausted improvements. I believe that tenant farmers should be fully secured for unexhausted improvements in cases where they are compelled either to give up their farms or to pay more rent before getting the full benefit of the improvements made. And the landlords should likewise be secured against any dilapidation caused by the neglect of their tenants; such dilapidation or improvement to be valued by four men, two appointed by the landlord and two by the tenant; in the event of these four men failing to agree, they should have the power of appointing a referee, as is done now in case of valuation between outgoing and incoming tenants. I am also against being under the necessity of getting the landlord's or the

Chairman—continued.

agent's consent before having a claim for improvements, as it gives unnecessary trouble. Then question 16 I will pass over. I do not object to my agreement.

10,493. Will you put in your agreement?—Yes, here is my agreement (*handing it*). I do not object to my agreement or I would not have signed it. It is the custom for owners not to use the stricter clauses in the agreements against good tenants.

10,494. What do you call the "stricter clauses"?—I mean in cases where the tenant leaves his farm. There are such clauses as that he is to keep the farm in repair and so on in the course of cropping. I do not think they are particular at all unless the tenant turns out a bad one; then they use them. Then as to question 18 there are cases where tenants have not got a copy of their agreement. All tenants on the large estates are provided with a copy, and the agreement is given them to read before they sign it. I have a case in point if your lordship will allow me to put it forward.

10,495. Yes, do so?—It is a case at Ynysgain Ganol. Mr. W. D. Jones has been the tenant of Ynysgain Ganol for six years at a yearly rent of 50*l.*

10,496. Have you that gentleman's consent for stating this?—He is here.

See 10,581–10,595, 10,729–10,753.

10,497. But have you his consent?—Yes, I have his consent and he is here himself to corroborate my evidence. He has been a tenant for six years at a yearly rent of 50*l.* (the farm containing 25 acres). Mr. Jones never had a copy of his agreement which Messrs. Lloyd George and George made on behalf of the landlord Mr. John Prichard, Criccieth, who formerly farmed Ynysgain Ganol himself, and from what transpired afterwards it seems that Mr. Lloyd George took particular care that the conditions of the agreement were carried out by the tenant. When Mr. George paid a visit to Ynysgain Ganol, with a gentleman who desired to buy the place, he was not at all satisfied with the way Ynysgain Ganol was farmed, but as the tenant was away from home that day, Mr. George had no chance to tell him then that he was dissatisfied. Shortly afterwards Mr. Jones met Mr. D. Ll. George at Criccieth and Mr. George accosted him in the most stern manner, and accused him of having broken the agreement and of having done such damages on the farm that would necessitate Mr. George to bring an action against him unless Mr. Jones would agree to pay damages according to the valuation of two men, Mr. George then naming his father-in-law as his valuer. In a few days afterwards Mr. Jones received a notice to quit, written by Mr. George's clerk and corrected by one of the principals of the firm of Messrs. Lloyd George and George. As the time of giving up possession drew nigh Mr. Jones thought it would only be right for him to have a copy of his agreement, in order that he might see what were the conditions, &c. as to his leaving the place, therefore he wrote a letter to Messrs. Lloyd

Chairman—continued.

George and George, of which the following is a copy:—

"Ynysgain Ganol, 15th July.

Messrs. Lloyd George and George.

"DEAR SIRS,

"WILL you kindly send me a copy of the agreement you made between John Prichard and myself on my becoming the tenant of Ynysgain Ganol.

"Yours faithfully,

"W. D. JONES."

Copy of reply:—

"Criccieth, July 19th, 1893.

"DEAR SIR,

"WE are in receipt of your letter of the 15th instant, and are getting the copy agreement made out and will send it to you on hearing that you are prepared to pay our charges for same together with our charges against you in connection with the letting of Ynysgain Ganol, which you have not yet paid, amounting altogether to 2*l.* 2*s.*

"Yours faithfully,

"LLOYD GEORGE AND GEORGE.

"W. D. Jones."

But I must say that lately a copy of the agreement came to hand when it was rumoured that I was going to give my evidence before the Commissioners, and perhaps I may be allowed to read Mr. George's letter, and produce a copy of the agreement, which I will hand to you if you wish.

"Criccieth, September 9th, 1893.

"DEAR SIR,

"IN accordance with your request, we enclose you a copy of the agreement of tenancy signed by you. It was made when sent for by you, but owing to the writer's subsequent absence from the office, the matter was afterwards overlooked. We should be glad to receive a cheque for our charges in the matter.

"Yours faithfully,

"LLOYD GEORGE AND GEORGE.

"Mr. W. D. Jones,

"Ynysgain Ganol,

"Criccieth."

Mr. *Brynmor Jones.*

10,498. Are you reading the statement of some other gentleman?—Yes, of Mr. Jones.

10,499. Is he here himself?—Yes.

10,500. But you are reading his statement, I understand?—Yes. I may say he lives in the next farm to me.

Chairman.

10,501. Now proceed with your evidence?—This is my own evidence now. As to Question 19, whether the agreements are explained to tenants, I say the agreements are explained to the

Chairman—continued.

tenants. Some landowners have their agreements printed both in Welsh and English. The rent as a rule is fixed at a lump sum. As to Question 21, there is uniformity in the rents of land of similar quality on large estates, but on small estates the rents vary very much, and that is owing to the greater demand for small holdings, as less capital will do to take them. There are no upland farms in the district. There is no service other than payment of rent in my district. The holdings are not let to the highest bidder, otherwise the rent in many instances would be double or even treble of what it is now. I have received 15 per cent. abatement in my rent for three years out of the seven years that I have been tenant of my farm. And these abatements were made without any request on the part of the tenant. The rates in the district have been about the same for the last 25 years. But in districts having local boards, school boards, and burial boards, &c., the rates have more than doubled in that time, and the increase has to be paid by the tenants. There has been no consolidation in my district. I think the land has produced more through it in those districts where farms have been consolidated. Undoubtedly it has caused more labour to be employed. Large farmers are the best farmers. Large farmers provide best for their families. Large farmers can stand out longest against depressed prices, as they generally have more capital to fall back upon, consequently they are not compelled to sell their stock at ruinous prices in order to meet their demands; they can afford to wait until they can get better prices for their stock. Large farmers have also such a variety of stock that they are likely at all times to have some articles that would fetch good prices.

In some cases they do sublet at more than treble the rent they pay themselves. I wish to bring a case in point. Close to where I live a farm called Pencarth, in the parish of Llanystumdwy, the property of the Misses Priestley, of Trefan Hall, is let to the present tenant (who has been in occupation for a great number of years) at an annual rent of 16*l.* 5*s.* The tenant has for several years been sub-letting portions of his farm. This year he gets 38*l.* for one portion, and 12*l.* for another, whilst retaining enough land himself to keep a cow or two, to grow enough vegetables for his family, and to feed a number of pigs thereon as well. I may also state that part of this farm is taken by a tenant farmer, who gets his own farm at one-third the cost per acre of what he pays for this part of Pencarth.

Invariably, when tenants sublet they make treble the money the landlord gets, therefore I fully believe that if landlords were to let their farms to the highest bidder, they would more than double their income.

I might also say that this gentleman also sold 12*l.* worth of straw out of that farm this year, or at least he has been offered 12*l.* for it.

The rent is generally paid within six months after it becomes due. There are several instances

Chairman—continued.

of the time being postponed without a request to that effect being made by the tenant. I do not know of any farmers in my district borrowing money to pay their rent.

Question 32, "Are labourers scarce?" No, I maintain that we have the best class of labourers in the whole country, and I consider their working hours are plenty long enough.

10,502. Too long, do you say?—Not too long.

Lord *Kenyon*.

10,503. You say they are quite long enough?—Yes, they are quite long enough; I consider the working hours of the labouring class are plenty long enough now, and they are an obliging good class of workmen.

Land is fairly well cultivated in my district, and in almost every farm there is a little waste land in small patches here and there, and probably some portions of it could be profitably cultivated. A good deal of arable land has been laid down in pasture owing to the low price of corn, and the labour expense attached to corn growing.

Root crops have increased wonderfully owing to a greater amount of live stock being kept, and greater effort being made by the farmers to fatten their animals for the butchers instead of selling them.

Fallowing has fallen into disuse owing to the increase of root crops, which is a far better and cheaper method of cleaning the land than by leaving it fallow.

Improvements such as buildings for stock put up and protection from river encroachments are generally done by the landlord. Drainage, fences, gates and posts, manures, seeds, &c., mostly by the tenants. On some estates the pipes for drains are given by the landlord. In cases where the pipes are allowed for by the landlord, I think the landlord or his agent should have power to inspect the drains, and see that they are of the proper depth, and also to see that the pipes are laid down properly.

In the case of co-operation in improvement, remuneration is secured to the tenant in and by the benefit he will derive from the improvement made. The landlord is amply rewarded in most cases in seeing his tenant comfortably situated. There are some agreements under which compensation is obtainable. Compensation is also obtainable under the Agricultural Holdings Act, provided consent has been obtained before such improvement is made.

My landlord never attempted to contract out of the Agricultural Holdings Act.

The custom in this district is for the incoming tenant to take crops and manure at a valuation. I do not know of a single case in which the outgoing tenant paid for dilapidations.

If the landlord fails to find a tenant he is supposed to buy all the sheep.

I do not think there is any real trouble about game in my district.

There are several freeholders, and they are almost invariably worse off than tenant farmers,

Lord *Kenyon*—continued.

as they have to borrow money at a high rate of interest to pay for their farms. I had better give a few reasons why I think they are.

My reasons for believing that small freeholders are worse off than tenant farmers are the following:—

(1.) In most cases small freeholders have to borrow money at a high rate of interest to pay for their farms. They have also to engage solicitors to find such money, who charge a heavy percentage on the loan, but do not give any security as to the time the mortgage will have to be paid up. If the mortgage is called in before the time the freeholder can pay same, he will have to pay solicitors' charges again for finding another mortgage. Mortgagees are not willing in any case to give more than two-thirds of the purchase money, and very often they will give much less than two-thirds. In many instances the purchaser has to use all his available capital to pay his share, and also drain his stock to such an extent, so that he is often left empty handed to carry on the farm, as his capital and the best part of his stock are gone, and the interest on the mortgage more than what he previously paid as rent.

(2.) The interest to the mortgagee has to be paid fully and punctually without any consideration whatever about the state of trade or about the most suitable and profitable time for the mortgagor to sell his stock so as to get money to pay the said interest. Whereas a tenant farmer on most estates can have his time, under pressing circumstances, to make the most money he can get out of his stock towards paying his rent and a pecuniary help as well by way of abatement in the rent. A mortgagee has not the same feelings towards the mortgagor as a landlord entertains towards his tenant. And a mortgagee is not considered to be exceeding his rights in selling up a mortgagor to get his money; whereas a landlord would be considered a tyrant in selling up a tenant to get his 12 months' rent.

(3.) In cases where there are many children, and their parents having all their capital invested in their farm, it makes it most awkward for them to give each child his share. Either the farm has to be divided between them or it has to be mortgaged to such an extent that it is almost worthless to the heir. And when small freeholders having children die intestate, the whole property often goes to solicitors, who, in trying to evenly balance the shares, generally eat up the whole concern.

(4.) Almost invariably small freeholders have not enough capital to put up proper buildings on their property. And on the farms of small freeholders the buildings are generally in a dilapidated state, whereas a large landowner often spends as much money in putting up buildings on a farm as the real value of the farm itself. I know cases where as much money has been spent in building on a farm that if invested at 4 per cent. it would produce more in interest than the rent of the farm.

Lord *Kenyon*—continued.

Then as to question 45. I know of plenty of farmers without sons who have managed to pay their way, and have made a good fortune by farming. Plenty of farmers set their sons up in business, some as bankers, doctors and solicitors, &c. And they have also given good portions to their daughters.

My opinion is that the establishment of a land court would be the means of destroying the present good feeling between landlord and tenant and to widen the gap between them. A tenant in applying to a land court would have to secure the aid of a solicitor, and thereby incur unnecessary expense, and also lose every chance of help in the way of abatement of rent and the postponement of the time of paying such rent in times of depression.

I consider that foreign competition is one cause of the present low prices, and, in my opinion, the said competition is quite unfair to the British farmers, inasmuch as foreign countries protect themselves against our sending there by charging such duties upon them that it would be profitless for us to send them over, whereas this country is a free and open market to foreign goods.

I feel that the marking of foreign meat would be a great boon to the British farmers, as it would give them a better chance to compete with foreigners as regards the quality, if not the quantity, of the meat. But under the present system foreign meat is sold freely in our country as home-fed meat, hence the consumers do not get a fair opportunity of judging between foreign and home-fed meat.

Then as to question 48, I beg to suggest that a Government inspector should be appointed to examine seeds, and also the various cakes and manures that are manufactured. Some of these feeding stuffs and fertilisers no doubt are of a very inferior quality; but farmers, especially in the present depressed condition of trade, are tempted to buy them. This they do, not only to their own loss, but often to the ruin of their land and their animals. Farmers cannot be expected to know much about chemicals, therefore they ought to be protected from manufacturers who, under the cloak of low prices for wrongly specified goods, mislead them.

I may also mention that the entire horses that travel through the county, before being allowed to do so, should be examined as to their soundness by a veterinary surgeon appointed by Government. As at present, it is hardly of any use for a landowner to buy a valuable entire horse, and charge for his service only just what will cover the expenses, when there are many unsound and worthless stallions in the county, which many of the farmers are tempted to use owing to the low price charged for their service, and also owing to some kind of obligatory feeling to their neighbours. In using the service of these unsound horses they do themselves serious harm. They breed worthless animals, which, at the best of times, are a perfect drag on the market.

Lord *Kenyon*—continued.

Then as to question 50, I know of several tenant farmers who hold the same views as I do, and would if they came forward give similar evidence, as I have done, but they do not come forward because they are afraid of the preachers and the deacons.

Chairman.

10,504. Are you a member of the Church or a Nonconformist?—I am a Nonconformist, my lord—Methodist.

10,505. You say there is intimidation from the ministers and deacons?—I do say that plenty of farmers would not come forward because they would lose their chance of promotion in their different chapels.

10,506. Perhaps you may have read what I have said about intimidation of any kind or description. It ought to be very well known, that if there is any intimidation of any sort or kind brought home to anyone, the Commissioners will not hesitate to put the law for the better protection of witnesses into force?—I do not mean to say it is intimidation in that way, but I maintain this, that they would not get the same position as they do get, that is if they were straightforward and gave their opinions.

Lord *Kenyon.*

10,507. You said that you thought the tenants should be secured for unexhausted improvements. Do you mean that there should be some further clauses added to the Agricultural Holdings Act, 1883?—Yes.

10,508. You think the Act does not go far enough?—Yes.

10,509. What suggestion would you make?—One suggestion I would make is that the tenant should not require the consent of his landlord or his agent.

10,510. Not in respect of section 1 of the schedule?—Quite so.

10,511. "Improvements to which the consent of the landlord is required"?—Yes.

10,512. You think that the consent of the landlord should not be required to any of those heads?—Yes; I do not think the consent of the landlord is required nor his agent.

10,513. Not to the erection or enlargement of buildings?—I do not say anything about that. I say improvements on the land, I do not mean the buildings.

10,514. You would not exclude the whole of part 1 of the schedule then?—No, I would not put the buildings in, only just the land.

10,515. Would you put in the formation of silos?—No.

10,516. Laying down the permanent pasture?—Certainly; I would put every improvement on the land.

10,517. Making or planting of osier beds?—I do not quite follow the question.

10,518. Perhaps that does not refer to this part of the world?—No, we do not have them in this part.

Lord *Kenyon*—continued.

10,519. Making of water meadows or works of irrigation?—No, I would not put in anything for that.

10,520. "Making of gardens"? Supposing a man had a small farm, and he were to erect in his garden a large number of glass-houses, would you compel the landlord to take over all those glass-houses?—No, my lord, I would not. I do not think the tenant deserves compensation for such as those, because they do not generally belong to farmers.

10,521. Would you require the consent of the landlord to the making of gardens?—Yes.

10,522. To the making or improving of roads or bridges?—The consent of the landlord, of course, would be required.

10,523. "Making or improving of water-"courses, ponds, wells, or reservoirs, or of works "for the application of water for agricultural "or domestic purposes"?—Yes, I think the consent of the landlord would be required for such as those.

10,524. "Making of fences"?—I do not think that the consent would be required for the making of fences.

10,525. "Planting of hops"? That does not refer to this part of the country. "Planting of orchards or fruit bushes." Then "reclaiming of waste land"?—I think the consent is not required for that.

10,526. "Warping of land" then "embankment of sluices against floods"?—Yes, I think that the consent is not required for that. Of course it is an improvement of the land.

10,527. Yes; then there are five clauses at least in that first schedule, to which you would say that the consent of the landlord is not required. I think that is a valuable suggestion. Then you mentioned the case of sub-letting. I wanted to get out the details. You mentioned an instance; could you give me the name again?—Pencarth, Llanystumdwy; that is the name of the farm.

10,528. Can you give the details of it?—It is a farm called Pencarth in the parish of Llanystumdwy, the property of Messrs. Priestly of Trevan Hall; it is let to the present tenant, who has been in occupation for a great number of years, at an annual rent of 16*l.* 5*s.* The tenant has for several years been sub-letting portions of his farm.

10,529. I only want the details of the rent. What does he sub-let it for?—38*l.* one portion, and 12*l.* the other.

10,530. He gets 50*l.* a year for it?—He gets 50*l.* a year for it, and still retains a lot in hand.

10,531. He still retains some in hand. Then you stated that you knew of no cases of farmers borrowing money to pay rent?—I do not know of any in my district.

10,532. Do you know of farmers going to a bank and saying, "I do not wish to sell my stock "now, would you advance me so much until my "stock is sold." I do not know that much about their affairs.

10,533. Not even that?—Not even that.

Lord *Kenyon*—continued.

10,534. Or do you know of cases like this, of their going to the landland and saying, "I have "not sold so much stock, will you kindly wait "until that stock is sold." Do you know of any cases of that sort?—I do not know, but there may be some and I am pretty certain that there are plenty of landlords who would grant the time.

10,535. You gave us your views of the land court; you thought it would be against the good feeling, as I understood you, but you rather proposed a sort of land court yourself with regard to compensation, that there should be four men?—I only go in for compensation for unexhausted improvements, in the event of the tenant being obliged to leave the farm. If he leaves to better himself, I do not think he ought to be compensated, only when he gets a notice to quit for an advance in his rent.

10,536. With regard to security of tenure, we have heard a good deal about that. Do you think that tenure is sufficiently secured now?—I believe it would be sufficiently secured with security for unexhausted improvements, my Lord. I do not suppose the farmers would want anything further than that, so far as I understand them.

10,537. Is there any demand for leases that you are aware of?—Not so far as I am aware of.

10,538. We heard a good deal about wages to children, from farmers. Have you ever known of children receiving wages from their parents in the shape of money?—I believe they receive a lot more wages than the workmen, in the way of clothing and pocket money, and so on.

10,539. Only it would not be specified as wages?—It would not be specified as wages, quite.

10,540. It would be rather the natural thing that the father should——— ?—Should hire a son.

10,541. Are railway rates too high about here or not; you have said nothing about that, I think?—The railway rates are about the same here as they are in any other part of the country. We do complain that they are a bit high.

10,542. But still you make use of the railway?—Yes, we make use of the railway.

10,543. And you prefer to have a railway than not to have a railway?—By a long way.

10,544. You thought a Government inspector should be appointed for analysing stuffs. Have you any experience of the work of the Bangor College in this district?—I have not very much.

10,545. I think they analyse if necessary, do they not?—I do not know.

10,546. They have a laboratory at Bangor?—I have nothing at all to do with them. There is an Act passed now, the Fertiliser and Feeding Stuff Bill, and I hope that will protect farmers from buying inferior stuffs. I have not seen that Bill myself; I saw a report about it in the "Live Stock Journal," and it says it is a very good Bill.

10,547. The Royal Agricultural Society will analyse stuffs, if necessary, also. Do any farmers about here belong to the Royal Agricultural Society of England?—Yes, we have a few, but I mean to go further than that—I mean to pass an Act that all the manufacturers of inferior goods should be prosecuted; that they should not be allowed to manufacture at all.

10,548. In fact that they should not be allowed to sell adulterated goods?—That is what I mean.

10,549. You spoke of unsound stallions. Are there any landlords in this district who keep stallions?—Plenty. Mr. Wynn, of Glynllivon, has spent many hundreds of pounds trying to improve the breed of horses in the country.

10,550. And the entire horses are not used, chiefly because they are unsound?—They are not used; they do not, I think, even pay their expenses. I can mention many landlords who are only too anxious to improve the breed of horses and cattle in the country. I was speaking to Lord Penrhyn at the Agricultural Show, and he said he would be only too glad to send a thoroughbred entire horse. I said that breeding horses would pay well, if they were good, and he said he would be only too glad to send a thoroughbred entire horse.

10,551. In your opinion they would not use it; they would sooner go to a cheaper animal?—That has been the case up to now; the breed of horses has been very backward, especially carriage-horses. I do not see why we should not be able to breed here a carriage-horse worth 100*l.* as well as they do in Ireland.

10,552. The cheaper stallion is bought at a cheaper rate, and therefore can serve at a cheaper fee, whereas the sound animal you have to pay a large price for. I take it that is so?—That is my opinion; and another thing is that farmers differ so much in opinion, and perhaps one farmer would like an unsound horse better than a sound one.

10,553. Owing to his shape and make?—Yes, owing to his shape and make, or some fancy of his own, but of course if they were all sound that would improve the breed.

10,554. I suppose you mean sound in wind and limb?—Yes, sound in wind and limb—all round.

10,555. With no hereditary disease?—Yes, no hereditary disease—free from that.

10,556. Then in fact, in this part of the world, you think it would be profitable to breed horses?—No doubt it would. I think it is a country adapted for the breeding of horses. We could breed the best hunters in the world. That is my opinion.

10,557. Have they any trouble with mares in this country. Do you suggest anything as to the soundness of mares. You must have soundness on both sides?—Yes. No doubt that would be a good thing, but we must have a good entire horse.

10,558. Are there good mares in the district?—There are good mares in the district for breeding hunters and carriage-horses, if we get a thoroughbred entire horse here. There are some of the best.

Mr. *Brynmor Jones.*

10,559. I understand that you express yourself as satisfied with the existing state of the law as between landlord and tenant?—I do, excepting security for unexhausted improvements.

10,560. Except with regard to the details that you have mentioned?—Yes, I am perfectly satisfied.

10,561. I think you said that your evidence was not given in connexion with any association?—I have no connexion whatever with any landlord nor association.

10,562. May I look at the document from which you read? (*The witness handed his statement to Mr. Brynmor Jones.*)—I was never asked to give my evidence.

10,563. I see that the questions are numbered here. They are not numbered on the syllabus that was issued to the Commissioners. I see also that there is an arrangement of the questions here which is very like that which has been issued by an association?—The only arrangement of the questions is this. I sent them to Mr. George Owen, of Carnarvon; I had to do that so as to give notice to the Commissioners, and it is word for word as I sent it to him. I had not seen Mr. George Owen before. Of course he marked the questions.

Lord *Kenyon.*

10,564. Do I understand from this, that you wrote to Mr. George Owen, saying that you wanted to give evidence?—Yes, I wrote saying that I wanted to give evidence, and I sent them in my evidence.

10,565. Did Mr. George Owen ask you to give evidence?—He never said a word to me about giving evidence, until I wrote him word, and sent my evidence in to him.

Mr. *Brynmor Jones.*

10,566. But Mr. George Owen is the Secretary of the so-called Property Defence Association?—Yes, so he is; but what I say is this, that I sent my evidence in to Mr. George Owen, before he knew that I was going to give my evidence, and what I wrote to him is down there word for word, and I might say further than that, there is a clause there that Mr. Owen objected to—of course in a way, so far as his judgment went—but I said I would give my evidence word for word as I wrote it, and I have given it to you to-day, gentlemen.

10,567. Then you had some correspondence with Mr. George Owen?—No correspondence whatever; I wrote my evidence out and sent it.

10,568. Then you had some talk with him?—Afterwards; after I sent my evidence in.

10,569. And he wanted you to alter it in some respect?—He did not want me to alter it for one moment, but he said I was rather hard on landlords. Of course, he naturally said that, because he was Secretary of the Defence Association.

Mr. *Brynmor Jones*—continued.

10,570. Whether that was the case or not, he would naturally say that.—He would naturally say that, but, of course, I did not alter a word of it.

Lord *Kenyon.*

10,571. Did you know that you might have communicated straight with the Secretary of the Commission?—I did not. I did not know where in the world to send my evidence to at first.

Mr. *Brynmor Jones.*

10,572. Can you point out where you are hard upon the landlords in your evidence?—Well, some people think it would be hard on their part to pay for unexhausted improvements and not to get the consent of the landlord and agent to make them.

10,573. But that is the law now?—No, we have to get the consent.

10,574. Under the Agricultural Holdings Act, there is no consent as to part 3 in the schedule?—There is a consent before any improvements can be claimed for.

10,575. It is not so as to part 3 in the schedule?—May I ask you what was part 3?

10,576. As to chalk-cutting, clay-burning, and so on?—That is not an improvement we generally do on land; I mean, improvements in draining, fencing, and manuring land.

10,577. Very well, take drainage. According to part 2, by simply giving notice that you are going to do drainage, you can secure a right to compensation?—But I am against giving him notice. A farmer ought to know what is best for him to do on his farm.

10,578. You mean you ought to be allowed to do the drainage without giving any notice to the landlord, and be able to secure compensation at the termination of the tenancy for that kind of improvement.

10,579. I agree. Now, with regard to this instance that you gave, in which the name of Mr. Lloyd George, I think, cropped up?—Yes.

10,580. What is the complaint there, and against whom is it? I do not quite follow that?—I have just given that as a proof that every tenant farmer does not get a copy of his agreement. That is the only thing that I want to prove by it, and that the tenants in some cases have to pay for a copy of the agreement, and pay for the copy of the agreement upon going out.

10,581. Then the complaint is against the landlord, and not against Messrs. Lloyd George and Company?—I am not making a complaint against the landlord or against Mr. Lloyd George, but I am just giving plain facts to prove that there are tenant farmers who cannot get a copy of their agreement.

10,582. Do you think they ought to get copies?—I think he ought to have a copy, and read it before he signs it.

Mr. *Brynmor Jones*—continued.

10,583. Then you are complaining against Mr. Lloyd George as the solicitor of the landlord, that he did not get a copy?—I am not complaining of anybody, but I am only bringing that to prove that there is a case in which the tenant farmers do not get a copy of their agreement. It is not a complaint against anybody.

10,584. I do not want to quarrel about words, but I understood you vouched that as an instance where the landlord was doing something which he ought not to have done?—It is for you, the Commissioners, to judge whether it is right or not; I am not a judge upon that point. It is only for me to give you the evidence, the plain facts, and for you to draw your conclusions out of them.

10,585. I do not know, it seemed to me that most of your evidence consisted of conclusions and opinions?—I have no conclusion at all in that, it is the plain fact. I have got the tenant here to corroborate my evidence.

10,586. But what is the relevance of the fact, what has the fact to do with us unless you say there is a complaint made?—I see you are asking questions whether tenants did obtain a copy of their agreements. You were asking that question.

10,587. I do not know whether I did, I daresay it has been asked?—It has been asked, and I wanted to bring a case forward to prove that they do not always get a copy of their agreements. In some cases they have to pay for such, which I consider is very unfair for the tenant-farmer.

10,588. But in this case the tenant farmer had been a tenant for many years, had he not?—He has been for six years, but, of course, he had notice to quit, and then he wanted this agreement. It was natural he should want his agreement.

10,589. Quite so. Does he say that he had had no agreement given to him at the commencement of the tenancy?—He is here himself, you can ask him any question you wish.

10,590. But you have vouched him. It will not be necessary to call him if there is no challenge?—He had not got this agreement, he did not know in the world what it was, nor even the clause the agreement contained.

10,591. But Messrs. Lloyd George and Co. were simply solicitors acting for the landlord?—I have nothing at all to do with Messrs. Lloyd George and Co. I do not know what they have done.

10,592. But you brought their names in?—Pardon me, I am bringing the facts; I could not bring the facts without the names.

10,593. Quite so; but I am asking who the gentlemen are. Are they the landlords, do you say?—I do not know what they were, they are solicitors at Criccieth, that is all I can say, and John Prichard is the landlord, according to that agreement.

10,594. But Mr. Lloyd George is a Member of Parliament, is he not?—Yes, I think he is.

Mr. *Brynmor Jones*—continued.

10,595. Was not that the reason why you brought his name in?—Certainly not. I have no objection for him to be a Member of Parliament, if he is a member for his lifetime, and even if I had, I would not bring it forward in evidence before the Commissioners.

10,596. I should like you to explain another—I do not know whether you call it "fact" or "opinion"—that there is intimidation by ministers of religion, I think you said?—I never said anything of the sort. What I said was this, that many farmers would come forward to give their evidence—it has been said several times that many would come forward to give their evidence—if it had not been for being afraid of their landlords, and I said on the other side, that many farmers would come forward to give very straightforward evidence if it had not been for their being afraid of losing some promotion in the different chapels and churches.

10,597. Upon whom in the Calvinistic Methodist body does that promotion depend?—It depends on the deacons and ministers. Of course, if there is a good minister he can lead his congregation—he can lead his church.

10,598. Quite so. Why should not a good man lead?—I am quite willing for him to lead.

10,599. I should like to bring this matter out a little more, Mr. Humphreys. Do you mean to say that people are afraid of their ministers in the Calvinistic Methodist body?—What I mean to say is this. It has been given out several times that tenant farmers are afraid to come forward to give their evidence on account of their landlords. Never was a single case brought in point to prove it, and I am not going to bring a case to prove what I say, but I maintain that they are as much afraid of one as the other.

10,600. How can that be? Fear of an individual must depend upon the power which the individual is able to exercise?—I maintain that the preachers have a power. They are the power in Wales to-day, and I do not regret it; I do not find any fault with them for being so.

10,601. Oh, you do not find any fault with it?—Certainly not—not for being the power in Wales, if they exercise that power in the right direction; I think they ought to be in power.

10,602. Just observe: a landlord can give a notice to quit and turn a tenant out of a farm upon which his people may have been for generations?—Well, I am giving evidence for my ——

10,603. Can a minister of religion do that, as such?—Well, he can do a lot, of course. Of course, he is not landlord; if he happened to be a landlord he would do that in many cases.

10,604. It is a prophecy; we cannot deal with that?—I might say it is a prophecy of my neighbourhood, so far as my opinion is concerned.

10,605. You are not giving prophecies, but facts?—Well, the fact is this: not a single farmer has given notice to quit in my district since I have been farming.

10,606. So be it. Will you answer my question? What can a minister do to enforce the

Mr. *Brynmor Jones*—continued.

fear that you say the members of this congregation stand in?—He can do this, he can stop a man from voting in the way of being made an officer in his church and chapel, and so on.

10,607. Is it not the case that that depends on the general voice of the congregation?—Yes, and the general voice of the congregation is confined to the opinion of the leader, if he is a proper man, so he has the power in his own hands.

10,608. Then it follows that at any rate the great majority of the tenant farmers do not share your view or the view of those people who are so much afraid of coming forward?—I do not know, but I know this. My landlord does not know that I am coming forward, and even if I offend him by coming forward I would have come just the very same. If he gave me notice to quit, if I knew that he would, I would have come

10,609. Yes, but you have given the landlord's agent notice of the sort of evidence you were prepared to give?—I have not seen my landlord's agent for six months.

10,610. Mr. George Owen I was referring to?—I do not know what George Owen has done, but I have done nothing.

10,611. Will you kindly give me a single instance of any attempt on the part of a minister to degrade or to retard the condition in the congregation of any member of it?—I am not going to give any instance, because you did not think it was right on my part to give an instance of a landlord or solicitor refusing.

10,612. Forgive me; I never said anything of the sort; I only asked you whether you were making any complaints, I never said anything of the sort. I do not object to your giving any instances. Can you give me any instance of intimidation or any fact to justify your allegation that people are afraid of ministers of religion?—I am not going to give you any instance at all. I am not going to make personal remarks.

10,613. Very well. Then we are to be content with your expression of opinion. You are the first witness so far as I know who has ever said so?—Yes.

10,614. You give no evidence in support of your assertion?—Nothing more than what I have said.

10,615. Only an expression of your opinion?—Of my opinion, yes.

10,616. Now there was one other remark in your evidence I did not quite follow. You said if a Land Court were established there would be no chance of an abatement of rent. What did you mean by that?—I mean in bad times. Suppose the rent was fixed by the Land Court say at 1*l.* an acre or any other sum; bad times might come, very bad times, when that farm would be a loss altogether; there would be no chance of appealing to the landlord, the landlord would do nothing but what the Land Court directed; the landlord himself would be relieved of all responsibility.

Mr. *Brynmor Jones*—continued.

10,617. You say "would do this" and "would do that," that is again an expression of opinion, and an expression of opinion as to the future. What I mean is this. Supposing the Land Court instead of fixing the rent for a period of years were to fix the rent upon application at any time having regard to the value of the produce, would you then assert that there was no chance of obtaining an abatement from the Land Court?—I do not say but there would be a chance of abatement, but I maintain this, that it would destroy all the good feeling between the landlord and the tenant. And more than that, I am of opinion that the landlord has a perfect right to let his farm as dear as he possibly can, provided he gives security for unexhausted improvements. I think the value of land, like the value of anything else, is what it will fetch in the market. That is my opinion about land.

10,618. You are a landowner, are you not, yourself?—No I am not, I am sorry to say.

10,619. I thought you said you had some land?—Well, I have only about seven or eight acres, so I am not worth being called a landowner.

10,620. Do you let that?—I let that, yes.

10,621. You have no fault to find with your agreement, have you?—No, I have no fault to find.

10,622. I see that the effect of this agreement is to give you all the rights under the Agricultural Holdings Act, 1883. There is no contracting out of the Act?—There is no contracting out of the Act, no.

10,623. Suppose a writ of execution in the County Court were issued against you, and you were turned out. Under this agreement the landlord would be entitled to re-enter the premises and your tenancy would thereupon shortly cease?—Yes. Well I would much prefer to fall into——

10,624. Wait a moment. That is as I read this agreement; you will tell me if I am wrong. Then you would if you were turned out by your landlord claim under the Agricultural Holdings Act, would you not?—I do not quite follow the question.

10,625. The tenancy may be determined under this agreement either by notice to quit on either side, or it may be determined upon certain other conditions. What I have put to you is one—the case of a warrant of execution issued from the County Court against you, and the bailiff seizing your goods. Thereupon this agreement says the tenancy shall wholly cease. Do you follow that?—I do.

10,626. Would you think it is fair or not for you to get compensation under the Agricultural Holdings Act, 1883, if the tenancy ends like that?—I do consider that it is fair to get compensation.

10,627. You consider it fair to get compensation, but inasmuch as the Act says that a notice must be given two months before the determination of the tenancy, how would you get your compensation?—Well, that Act could be altered. That Act is not perfection in itself, you know.

Mr. *Brynmor Jones*—continued.

10,628. I agree with you, but I thought you were satisfied. You told me that you were satisfied with the existing state of the law?—I am. I am perfectly satisfied with my agreement. As I said, in case I fail, or something of that sort, I would rather go to my landlord. I would rather fall into his hands.

10,629. You can read the Act for yourself. I do not know whether the case has ever arisen, but as I read the Act you would lose all claim to compensation, because you had not given two months' notice?—I would not get any compensation as it is, not a penny.

10,630. That is an incident in the agreement which you consider perfectly fair?—Yes. According to my agreement I could not claim any compensation. I have done as much improvement on my farm as any farmer in Carnarvonshire almost according to the size of the farm, but I could not claim a penny of compensation. Therefore I am quite willing to go on under my agreement. I farm my farm on that agreement.

10,631. Though it is a disadvantageous agreement under those circumstances, you are quite satisfied with it?—What I feel is this. We ought to get compensation for unexhausted improvements. That is the only security that I as a tenant farmer want.

10,632. If you have a writ of execution for 5*l.* issued against you the landlord might enter then and put an end to the tenancy?—I have no security.

10,633. And yet you are satisfied?—Certainly I am, because I took the farm to be satisfied with that agreement.

10,634. You are satisfied because you entered into the contract with your eyes open?—I am satisfied because I have a good landlord, but that is not the case with everybody.

Mr. *Griffiths.*

10,635. How are the stone walls generally built in this neighbourhood, by the landlord or by the tenant?—They are generally built by the tenant, except by the mountains; sometimes there they are long walls, and they are built by the landlords. In my district they are all built by the tenants.

10,636. Do you consider that a permanent improvement or not?—Well, it is a permanent improvement if the walls are kept up.

10,637. Do you consider a tenant ought to give notice to his landlord when he goes on building a wall?—I do not. I think he ought to know what time and where to build a wall.

10,638. I think you said you were in favour of him having compensation for permanent improvements?—I am in favour of him having compensation for every improvement that he has done on the farm to increase the value of the farm.

10,639. Is it not an improvement which will increase the value of the farm to have a good fence around it?—It is; but as I said before I am in favour of getting consent to make up walls.

Mr. *Griffiths*—continued.

10,640. When arable land is laid down to pasture does the landlord give the seed for so doing?—No, not in my district.

10,641. And he does not give any compensation to a tenant when he is left?—Yes, the incoming tenant has to pay for the seeds, and sowing and harrowing it.

10,642. What is the reason why many tenant farmers have purchased their farms lately in this neighbourhood?—Because the landlords sold their farms on account of this agitation. That is my own opinion, of course. They did not take much interest in the land. Complaints were made about the landlords, and then they sold, and of course the tenants had to buy.

10,643. What agitation do you refer to?—The times were bad, and the tenant farmers grumbling, people advising them to go on against the landlords. There has been a lot of that, no doubt, lately.

10,644. You say those who purchase their farms are not so well off. Is it not rather strange that they should purchase them in spite of that?—Well, they would purchase them rather than lose them. A Welshman will stick to his home as long as he possibly can.

10,645. You keep a dairy farm, do you not?—No, I do not. I only keep a few cows for the yearling calves.

10,646. You live near Criccieth?—Close to Criccieth, within a mile and a half of Criccieth.

10,647. Do you not make any butter on your farm?—We do not make any to sell, only just enough to keep us going. We rear a lot of calves.

10,648. Do you think rearing calves pays better than making butter?—It pays me better. I do not know what it would other farmers.

10,649. Do you sell your calves fat?—We make them fat when they are about two years old—from 18 to 24 months old.

10,650. And do you feed your cattle also?—We feed them also, but we never sell any stock. I do not say never, but very seldom.

10,651. What is the promotion you spoke of, that members of the congregation might get?—They could get some important office in connexion with the church or chapel.

10,652. Are they paid for it?—I could not tell you whether they are paid, but there are plenty that are proud of some office, whether they are paid or not.

10,653. Are you in office?—No, I am not. My ambition is not quite in that direction.

10,654. You are living near Criccieth, and I find there is a great demand for fowls, eggs, butter, and that sort of thing. Does your landlord provide you with proper poultry houses, and so on?—Yes, we have very good buildings, splendid buildings, plenty of them. Mr. Lloyd George has got good buildings all over his estate in this part. The buildings were put up before I took the farm.

Mr. *Richard Jones.*

10,655. You say that your farm would let for a higher rent than you pay, and the same

Mr. *Richard Jones*—continued.

with other farms in the neighbourhood?—Yes, especially when they are pretty good land.

10,656. Then you depend to a great extent on the liberality of your landlord?—I do not depend on him at all, except that I depend on him as a landlord in this way: he could give me notice to quit, and I depend that he will not do that. I never asked him for any abatement in my life, nor for any favour of any kind.

10,657. But if the land was let at competition value, and you get it under that value, you are dependent to a certain extent on his liberality?—Certainly, it is to a certain extent, because I know he could get more rent for the farm.

10,658. What is the consequence of that on you as a farmer, and also on the other farmers, as far as their indepence is concerned?—I do not quite follow the question.

10,659. What is the consequence of that on the farmers in general, as far as their independence is concerned?—My opinion is that the best tenant farmers, all through Wales, I mean the tenants of the best landlords, the large landowners in Wales, never like to part with their landlords.

10,660. You do not seem to follow my question?—I do not perhaps see what you mean.

10,661. You say you are dependent to a certain extent on the liberality of your landlord, inasmuch as you have the land under competition value. You admit that, do you not?—I admit that he could let the farm for more money. That is all I do admit.

10,662. What I want to get at is the effect of that on your independence. Do you feel as independent as if you had the land at its full value?—I feel as independent as can be, but I would feel more so if I got security for unexhausted improvements, then I would not care when I left.

10,663. But when you have the land under its value, do not you feel the necessity of conforming to the whims of your landlord, and not provoking his anger, for fear of being turned out?—Certainly not. I like to get a horse or cow under its value, or anything. I would not grumble at getting anything cheap.

10,664. I must say I cannot understand your process of reasoning. Now you say you would like to put a tariff on foreign produce?—I did not say I would like to do it, but I say that other countries put tariffs on our produce that we send over there, I think that I did not say that I wished to see a tariff put on foreign produce.

10,665. You do not make a definite statement then advocating a duty on foreign produce?—Quite the reverse. I advocate that other countries should be thrown open for us to send our goods there. Let us be on the same level with them.

Mr. *Seebohm.*

10,666. I understand that you consider that the law ought to be altered, so as to ensure, as far as possible, complete security for improvements?—Yes.

Mr. *Seebohm*—continued.

10,667. But you except buildings unless the consent of the landlord is previously obtained?—Yes, except all old buildings.

10,668. I wanted to ask you a few questions about haulage. We have had several instances of alleged grievances. It has been said that on the determination of a tenancy the value of the haulage that a man has done on his farm is lost. I will put a case. Supposing by agreement with the landlord, the landlord had rebuilt your farm buildings, and had done the whole of the buildings, but you finding the haulage. If you continued in that farm say for a dozen years after, there might be no injustice in your not being paid for the haulage. Do you follow me?—Yes.

10,669. But in case from any reason the tenancy is determined, say the year after, you would say that there was a hardship in that haulage not being returned to the tenant, would you not?—Yes.

10,670. Then would not you include in the compensation for improvements some compensation for haulage which had not been used sufficiently long by the tenant?—It is paid already, according to the custom of the country, if a tenant leaves in a short time after the buildings are put up. I went to my present farm in about three or four years after the buildings were put up, and I had to pay, according to the valuation to the outgoing tenant for the haulage towards that building. See 10,803–5

10,671. That is not in the Agricultural Holdings Act?—Not in the Act nor in the agreement.

Lord *Kenyon.*

10,672. The custom of the country you mean?—The custom of the country.

Mr. *Seebohm.*

10,673. But is that custom of the country sufficiently definite? Would you not rather have it in the Act of Parliament?—Indeed I could not give you my opinion on that point, but here we find no difficulty in settling that matter.

10,674. Because you have the custom of the country?—Yes we have the custom.

10,675. We have been told that in other places there is no such custom?—When a farmer puts up the buildings he does not think of leaving the place in a very short time, as a rule.

10,676. No, but still he may, either from the act of his landlord, or from his own death, be put in the position of having to forfeit the haulage, unless there is some legal right for him to claim it amongst the improvements. Would you not include that as one of the improvements which ought to be covered by the Act?—I would rather hesitate before answering that question. I would rather leave it to the custom of the country, as it is now.

Mr. *Seebohm*—continued.

10,677. I want to put to you one or two questions in regard to the Land Court. The Land Court, you say, would be too expensive, in the first place. Supposing a man wanted to have his rent reduced owing to bad seasons, it would be a too expensive thing, you say, for him to go to the Land Court?—Yes.

10,678. I suppose you would say the same thing if it were put to arbitration, that any form of arbitration that could be used in such a case would be too cumbrous and too expensive?—Yes, I do not think myself, of course it is only my opinion, that a tenant would get any more of his rights by having anyone to interfere between himself and his landlord. I think he ought to be able to manage his own affairs, as he does with every other thing, independent of any outsider.

10,679. Have you ever considered whether, short of a court, or even if there was a court, before you had to take advantage of the court, something in the nature of a public expert, who might be called in as a sort of umpire to advise without actually settling the question—something of that kind, some inexpensive process, might sometimes prevent the necessity of going into court, or having any dispute with the landlord?—I would rather fight my own battle with the landlord than let anybody else do it for me, much.

10,680. Yes, but you are an independent man?—No, I am not; I am as poor as any farmer that will come before you.

10,681. But we are told that a great many farmers cannot approach their landlords with quite the same freedom that, judging by your evidence, I should conclude that you would?—It is the fault of the tenant farmers themselves.

10,682. Whether it be their fault or not, if it be a fact, do you not think it would be possible that the bringing in of some third person, who would be independent, and have a public position, but who should simply be an adviser, or mediator, might do no harm, and might help matters?—I should be very sorry to see any third person coming between me and my landlord.

Sir *John Llewelyn.*

10,683. You tell us you think the tenants ought to have rather further security than they have now?—Yes.

10,684. It ought to be extended?—Not to require the consent of the landlord or his agent.

10,685. I think I followed you to that extent. With regard to the tenants becoming owners in case of a sale of the farm, do you think that would be desirable?—I do not quite follow you.

10,686. I will put it in this way. I think you have already told us that there are not many freeholders?—Not very many. There are more now than there were about 10 years ago.

10,687. They have recently bought?—They have recently bought.

Sir *John Llewelyn*—continued.

10,688. And with borrowed money?—Of course many of them would buy with borrowed money, no doubt.

10,689. Can you tell me at what price money could be borrowed; at what rate of interest?—You could not get it under 4 per cent.

10,690. We have had evidence that it was obtained at 3 per cent., but probably that is from some private source. If it could be obtained at 3 per cent., say from Government sources, or from any other sources, do you think it would be advantageous?—I do not think so for a moment, according to the prices farms were making at the last sales.

10,691. Not even at 3 per cent.?—Not even at 3 per cent., and when they had to borrow at 4 per cent. it was worse still.

10,692. Is there any way in which you could suggest that fixity of tenure would be obtainable?—No other way that I think of. I would not want anything personally myself, more than full security for unexhausted improvements, in the event that my landlord should give me notice to quit. I should consider myself fully secured as a tenant farmer after getting that.

10,693. You would consider yourself to be fully secured if you got more right to compensation?—Yes.

Mr. *Richard Jones.*

10,694. You say that you think that a tenant should not obtain compensation for unexhausted improvements in case he gave notice to quit to the landlord, I think?—Yes, I do. If the tenant leaves to better himself, or for some other reason, I do not think he ought to claim. A tenant as a rule, if he means to leave, will not make much improvement on his farm.

10,695. We will take your case, for instance. You are farming Aberkin—I believe that is the name of your place?—Yes.

10,696. Suppose that you, during the last year of the tenancy, had expended a good sum either in drainage or for some other purpose, and you died, and your family were not able to keep on, they would have to leave in the following year. Do you not consider that it would be a hardship that the money you had expended, and which had not been exhausted, should not return to your family?—I cannot see why my family should leave. They should carry the farm on, and if the landlord gave them notice to quit, they could claim compensation.

10,697. Yes, but owing to some peculiar circumstances, perhaps, they would not be able to keep on?—I think that would be tying down the landlords too much.

10,698. Suppose you had only some young children who would not be able to keep on, do not you think it would be a hardship in a case of that sort?—I do not think it would. I think it would be harder on the landlords if they were bound to give compensation to every tenant who wished to leave his farm. Many a fellow would go and trade by making a few improvements and then leave.

Mr. *Richard Jones*—continued.

10,699. But the circumstances in some cases might be peculiar?—Well, of course, there are some peculiar circumstances, as you say. I quite admit that, but I myself, whatever, would be perfectly satisfied with full security for all unexhausted improvements in the case of raising my rent or giving me notice to quit.

10,700. There is one other question. You say that in the case of buildings, according to the custom of the country, you get compensation for unexhausted improvements?—For haulage.

10,701. Yes, for haulage. How is that sum assessed?—Well, it is assessed by the valuers, as a rule. The incoming tenant and the outgoing tenant agree together sometimes, and at other times it is valued by two different men. That is, of course, if the tenant leaves in a short time after the building is put up, otherwise if he stays in the farm for 15 or 20 years there is no compensation paid.

10,702. Suppose they fail to agree, what course is taken then?—They take the same course as they do in valuing the crops. They have a referee, and appoint him before they commence to value, and then his decision will be final.

Mr. *Seebohm.*

10,703. Might I ask how long your family has been on this same farm?—Seven years.

10,704. Only seven years?—Only seven years.

10,705. Do you know whether the family that had been there before had been on the farm for any length of time, many generations, for instance?—I could not tell you. Well, they had been on it for a good many years.

10,706. Can you recollect, or do you know, with regard to this farm or any other, whether there was a time when it was let on lease for three lives? Has it always been let on a year to year tenancy?—Always, as far as I know.

10,707. And in this neighbourhood you have no recollection or no tradition that in old times there was anything but that?—I have not. There might be without my knowlege, but I do not know of any.

Mr. *Richard Jones.*

10,708. Does the custom of the country apply to anything besides buildings? What is the custom of the country with regard to crops between the incoming tenant and the outgoing tenant?—As far as the custom of the country is carried out, the incoming tenant has to buy all the dead stock, and all the crops left on the farm, manure, seeds, and everything like that, and those are valued by four men, two on each side; an umpire is named, and fixed on, before they start the valuation, and if they fail to agree, then they leave it to the umpire.

10,709. What do you mean by crops, is it wheat?—Corn, oats, barley, potatoes, roots.

10,710. There is permission, is there not, for the incoming tenant to go on the land to plough—oats and so on, in February?—Yes, that is when the tenancy commences on the 25th March.

Mr. *Richard Jones*—continued.

10,711. Do not the tenancies generally commence on the 25th March?—Not in every case.

10,712. Do they not?—No, they did not, and as a rule even when they do commence on the 25th of March, the outgoing tenant will make some arrangement with the incoming tenant to come in earlier, and pay him some compensation for doing so. They generally agree like that.

Mr. *Griffiths.*

10,713. Take the case of a tenant and a landlord failing to agree about the rent. They may be on the very best of terms (I have a case in my mind just now) on the same side of politics and everything else, but the landlord thinks that his farm is let reasonably, and the tenant thinkd the farm is let at too high a rent. How wouls you suggest to settle that question?—I think the tenant ought to take care, when he is taking the farm, not to promise too much rent for it.

10,714. Then the tenant must go and leave the farm, if he thinks the landlord is asking too much for it?—I think if he makes a bad bargain he ought to be responsible for it, as he is for anything else.

Chairman.

10,715. There are some questions put in. Here is a question by Mr. Cledwyn Owen, "What in your opinion, is the chief reason why "the farmers obtain the service of inferior "horses for mares? Is it chiefly on account of "the difference in the fee; or is it from a "dislike to offend the owner of the inferior "horse, who generally is his neighbour's?"—It is chiefly on account of the difference in the fees. That is my opinion.

Lord *Kenyon.*

10,716. May I ask one question about that fee? What should you consider would be the fee a farmer would pay? What is the highest that he would pay?—It depends on the value of the horse. I maintain that there are some horses that it would be worth the farmer's while to pay a five guinea fee for.

10,717. Do you think that he would under any circumstances pay five guineas?—Well, I do not know. That is a very hard question to answer.

Mr. *Griffiths.*

10,718. I have a question to put on that very point. Do you consider that these stone walls that you have on your farm are advantageous for the breeding of thoroughbred horses?—Well, we have plenty of farms without any stone walls, and I cannot see any objection in stone walls for breeding hunters and carriage-horses.

10,719. Do you not think they are more liable to accidents?—No, I do not think they are for a moment, if the walls are high enough.

Chairman.

10,720. Then there is a question by Mr. Owen Wynne. "Have you not often been selected to judge at agricultural shows?"—I have.

10,721. Then there is a question by Mr. William George. "Are you aware that in Ireland "there have been reductions on fair (statutory) "rents?"—I am aware of that, my Lord, and I am aware of something further, if I may be allowed to tell it.

10,722. Please answer the question; that is all you have to do. Then there is a question by Mr. Vincent. "What fees do the farmers "have to pay for the horses now available?" —Two guineas is the highest fee I know of.

Lord *Kenyon.*

10,723. Is that for a horse sent out by the landlord?—That is a cart horse.

Chairman.

10,724. Then a question by Mr. William George. "Have you had security for the im- "provements you have effected?"—I never asked for any security.

10,725. Then the answer is no. Then, "Do "you argue with Mr. Walter Jones that a "farmer who spends money on improving a "farm without previous security is a fool?"— I do not. I believe that a farmer is a fool if he does not spend money on his farm, if he means to live on it.

The witness withdrew.

Mr. WILLIAM GEORGE called and examined.

Chairman.

10,726. Will you kindly tell us what profession you belong to?—I am a solicitor.

10,727. Of what firm?—Lloyd George and George.

10,728. And where do they practice?—At Criccieth, Pwllheli, and Port Madoc.

10,729. Have you anything to state on the evidence of the last witness?—Well, I happened to come in when Mr. Humphreys was saying something about Ynysgain, and I heard my name mentioned, and that was the first time I happened to know that the matter was going to be brought forward to-day except by rumour. I should say, in the first place, that the only connexion I had with whatever took place then was as solicitor for Mr. John Prichard, who is an old gentleman of 85 or 86 years of age, and I had nothing to do with it beyond that. As to Mr. Humphrey's complaint, so far as I could understand it, it referred to two points; first of all, that the tenant did not get the agreement or a copy of it; and, secondly, as far as I could make out, that the tenant had not in some way been properly treated. On the first point, all I need say is this, that that letter which was read, and which was dated a few weeks ago—I do not remember the date now—was the first application I had for a copy of the agreement. Mr. William Dwyfor Jones, when the agreement was being prepared, had promised to call upon us after we had prepared it. He did not do so, so the matter was left where it was, and there was no question on the agreement raised, one way or the other, until recently, and he had the agreement, as the correspondence itself shows, a short time afterwards, and would have had it immediately had it not been that just at that time I left for my holidays, and my clerks forgot to forward it. That is what I say as to the first point. As to the second point, that he had not been properly treated, all I can say is, if every tenant had been treated as well as Mr. William Dwyfor Jones was treated, he would not have very much to complain of. The circumstances are rather peculiar. It is the only property which this

See 10,495, 10,581–95.

Chairman—continued.

old gentleman of 85 or 86 has. He bought it with his own savings and cultivated it like a garden. After letting it to Mr. William Dwyfor Jones, he did not see the place for some years; but when he went there he found the place, according to his opinion—and he is a farmer—in a disgraceful state, the drains choked up, and very many other defects which he noticed. He was very angry with the tenant at the time, and spoke to him about it. Knowing how very much the old gentleman prized this farm, I thought he might be exaggerating these facts, and so I advised that he should get a practical farmer and valuer—a gentleman who gave evidence before the Commission on Saturday on behalf of the tenants, Mr. Henry Roberts—to look at the farm and report on it, and his report was that the place was very badly farmed, and he gave his reasons for saying so. We wrote to Mr. William Dwyfor Jones directing to come over and see this report, and go over it with us, but he did not come.

10,730. I am sorry to interrupt you, but this does not seem to me to have much to do with us. The allegation was, that this farmer under Mr. Prichard never received an agreement when he went into the occupation. Is that so?—There are two allegations.

10,731. Wait a minute. Let us have one first. Is it a fact, or is it not, what the last witness stated, that this tenant farmer went on to Mr. Prichard's estate and remained as tenant without any agreement?—No, that is not the fact.

10,732. Had he an agreement?—There was an agreement.

10,733. Had he an agreement? The last witness says he had not a copy of the agreement. Had he a copy of the agreement or not?—He had it as soon as he applied for it.

10,734. While he was this landlord's tenant had he an agreement as soon as he went into the farm?—He had it prepared.

10,735. Yes or no. Had he an agreement when he went into the farm?—Yes, he had it prepared.

Chairman—continued.

10,736. Had he a copy of his agreement in his possession?—No.

10,737. That is all I want to know?—No, for the reason——

10,738. I do not want the reason. Did he come for it or not?—He did not take a copy with him.

Lord *Kenyon.*

10,739. Did he ever sign an agreement?—He signed it in draft, that is all, and he never came for it again.

Chairman.

10,740. He never had his agreement as I understand?—No.

10,741. When he had notice to quit two years afterwards, he wrote for this agreement, did he not?—Yes.

10,742. And he was charged two guineas for it by your firm?—Yes, they prepared it.

10,743. Is it the custom of the country ordinarily when a tenant goes into occupation that he is charged two guineas before he gets his agreement?—It is the fact that solicitors do not prepare agreements without being paid for them; and in this case, this being the only farm, he was asked to pay that fee.

10,744. I only want to know; is it the custom of the country for a tenant to go to a firm of solicitors and to pay two guineas before he gets his agreement?—Not on large estates, where perhaps there are 200 agreements, and they are all copies of the original.

10,745. Is it the ordinary custom on small estates?—Yes.

10,746. It is the ordinary custom of the country on a small estate that a tenant farmer has to pay a firm of solicitors two guineas before he gets a copy of the agreement?—No, he has to pay for the preparation of the agreement. It is the law, as I understand it.

Mr. *Brynmor Jones.*

It is the law.

Chairman.

That the tenant has to pay two guineas?

Mr. *Brynmor Jones.*

10,747. Not necessarily two guineas; but if the landlord and tenant employ a solicitor to act for both of them, it is usual to pay him for the agreement?—Yes, they are not the scale charges. The scale charges are more than that.

Chairman.

10,748. I only want to know: is it the custom of the country for a tenant, before he gets a copy of his agreement, to pay a firm of solicitors two guineas?—Yes. The scale charges may be more than that.

10,749. We do not want that. I do not think we need go into that?—I understood Mr. Humphreys to make some complaint against my firm as to that.

10,750. I think there must be some misapprehension on your mind. Mr. Humphreys expressly said he did not make any complaint against your firm whatever?—Then why did he bring in our name?

10,751. That is another thing. All we want to know is, you acted as solicitor only?—Yes.

10,752. And that you made the usual charges?—Yes. There was a complaint of bad farming against the tenant which we offered, but he refused to refer to arbitration.

10,753. We need not go into that?—The matter was mentioned.

Re-examined, 11,824.

The witness withdrew.

Adjourned for a short time.

Mr. R. PUGHE JONES called and examined.

Chairman.

10,754. Will you kindly tell us where you live?—Ynysgain, in the parish of Criccieth.

10,755. You wish to give some evidence?—Yes.

10,756. Then will you kindly do so?—Yes, I will. I may mention that for some years I practised as a conveyancing counsel, and enjoyed a considerable practice, the greater part of which, however, came to me as counsel to some of the large brewers and the principal distillers, Nicholson and others. For some nine years I had the general direction of the Madryn estates belonging to the late Sir Love Jones Parry.

Chairman—continued.

10,757. What do the estates consist of; how many acres?—I think it would probably be about 10,000 or 13,000 acres, including the mountain.

10,758. What is the gross rental?—The gross rental before the sale in 1886 was 8,200*l.* a year, or thereabouts, and the gross rental now, after the sale, is 4,700*l.*, or thereabouts, so there was sold the difference. I was counsel to the mortgagees of this estate, who in 1883 advanced on parts thereof a sum of 60,000*l.* at 3½ per cent. per annum. I am now a trustee of the estate under the will of the late Sir Love Jones Parry, but Mrs. Jones Parry, the sister of the

Chairman—continued.

testator, as tenant for life, has under the provisions of the Settled Land Acts the control and direction of the estate, though, as a fact, she can derive no income therefrom during the life of the testator's widow, who is 25 years her junior, and who has to be paid out of the rents a jointure of 2,000*l.* a year, the tenant for life herself taking thereout under her mother's will two annuities of 200*l.* each, and there remain charges of 40,000*l.* and 2,500*l.* by way of mortgage, and having precedence as to the jointure. The sum realised by the sale was 109,000*l.*, more or less, and I had the management of the sale and the general direction of the sale. There were three valuers, and the sale was carried on in this room for four days, and the greater part of it was sold here at the public auction, the rest being sold privately either then, after the auction in the evening, or on subsequent days.

10,759. May I ask, was any of the property bought by the tenant farmers themselves ?—Yes ; I have a list here of the purchasers, and more than one-half the lots were bought by the tenants.

10,760. More than one-half of the whole estate ?—More than one-half : I think something like five-eighths were bought by the tenants themselves. The lots varied. The highest lot was one which was bought for 8,600*l.*, which was bought by a tenant farmer, but not by a tenant farmer of this estate, by another tenant farmer, who also bought two other lots, or three other lots, the total purchase moneys of which came to 4,400*l.* ; so this tenant farmer had actually bought 13,000*l.* worth of land. He was a man who started without anything, and I think when he died the other day, he was worth something over 39,000*l.* I have a small property of my own, partly in this county, but as to the greater part, in the county of Merioneth.

10,761. Are you going to tell us about that estate ?—I am going to tell you about that estate, and generally as to my knowledge.

10,762. But you will confine yourself to Madryn now ?—Yes ; to Madryn now. In the year 1886, I had the sole direction and responsibilities of a sale. I may as well state this, because this was the first large sale, and it was a sale that was brought about by the talk (because it was not much more at that time) about a Welsh Land Bill.

10,763. Will you kindly give us the details of the property ?—Yes. In the year 1886, I had the sole direction and responsibilities of a sale of the outlying portions of the Madryn estate, comprising an acreage of 3,976, and a gross rental of 3,508*l.*, but excluding obligations as to repairs, some 130*l.* was payable thereout in respect of rates, &c., on small tenements, and at the time, the farm tenants were receiving abatements of 10 per cent. on their rents. So the actual rent received was not 3,500*l.*, but something like about 3,200*l.* The properties offered were situated as to some three or four lots in

Chairman—continued.

the parish of Llanllyfni, whilst the remaining 202 lots were in the parishes of Llanarmon, Llangybi, Llanystumdwy, and in some eleven different parishes in Lleyn, so it covered a large area ; it was a sale of the outlying portions of the estate. All the lots except two were sold either at the date of the sale in the sale room or shortly afterwards, one unsold lot being subject to a lease, with an unexpired term of 63 years. In some instances the purchases were of consolidated lots. The extent of the lots and their respective values varied greatly. Then comes what I have already mentioned—that the largest farm sold, having an acreage of 296, realised 8,600*l.*, and was purchased by a tenant farmer, who also purchased other three lots for 4,400*l.* Comparatively, only a few lots were bought by county gentlemen, the only purchasers being Mr. Owen Evans, 10,870*l.*, Mr. Lloyd Edwards, 8,600*l.*, and Mr. Assheton Smith, 2,560*l.* ; and the lots they purchased adjoined portions of their own estates. More than one-half of the lots were purchased by the tenants thereof, and save in one or two instances have not changed hands since the sale. The condition or state as to repairs of the houses and buildings upon the farms or tenements sold did not differ appreciably from those now forming parts of the Madryn estate. That is all I have to say about the sale.

Then as to "ownership." No part of the Madryn estate or of my own is situated in any manor or held otherwise than by a fee simple tenure. When an estate is known to be subject to heavy incumbrances the tenants, naturally fearing a sale, are indisposed to lay out moneys of their own even upon necessary improvements. But I do not think that the circumstances of such a charge is felt to be an objection to the taking of a farm or to the rent to be paid therefor, or even to the cultivation as practised in this county. It may induce a greater remissness than is general as to opening ditches, &c. and maintaining the lands by the application of suitable measures and a proper course of cultivation in good heart ; in fact to a taking thereof for the purpose of getting out of it what it can return with the least possible application of labour and money. All the enclosures of which I have any knowledge were effected under Acts of Parliament and more than 60 years ago, and were of high lands in a hilly district over which only sheep were depastured, or of sundry lands adjoining a beach. I have never heard of any allotments having been made for the labouring poor. The cottages upon an allotment passed with the allotment to the uses under which was held the tenement to which it was assigned. I am stating this from my knowledge of the titles of certain estates in this and the adjoining county. I do not know of any unenclosed land adaptable for more profitable use than as a sheep run attached to the adjacent farms. The right of pasturing is vested in the beneficial owner of the farms to which such rights are attached, and speaking generally, subject to no payments, but limited as to the number of sheep

Chairman—continued.

to a stated number or to such number as the tenement can maintain during the winter. My father reckoned the value of such a right to a tenant at 1*s.* 6*d.* per head, but the mountain sheep sold then for from 6*s.* to 8*s.* The value must depend upon the feeding which the pasturage produces. What is taken to be its value is added to the rent of the farm. Such farms sell for high prices. I have sold some of my own at 40 years' purchase and more, and this year Sir Richard Bulkeley, Bart., has sold such farms at the same high price. At Sir Richard Bulkeley's sale, as appeared from the report, the mountain farms realised over 40 years' purchase —42 I think. Their rents are not appreciably higher than they were 50 years back, and even during these bad seasons their sheep realise more than as much again as they did 40 years ago, and in some years the profits of such tenantry have been very considerable. Parts of my lands here I let as accommodation land for sheep and cattle, and the takers pay me from 4*l.* 5*s.* to 5*l.* an acre therefor, nor was it necessary for me this year to have an auction, the takers of last year being anxious to retain their fields at last year's rents. I may say that I kept one field last year at the same rent to myself as I had let it the year before, and after paying that rent I had a balance of 10*l.* of profit upon it. It is only a field of three acres or three acres and a quarter, though I was putting against myself, before taking profits, a rent of 4*l.* 10*s.* per acre on the field—keeping sheep.

Sir John *Llewelyn.*

It is exceptional.

Witness.

I pay all rates and taxes, the expense of ditching, wiring, and walling, and the land is also well dressed with what has been gotten from the ditches mixed with lime. Then as to management: To a tenant a wealthy resident owner is the ideal landlord. The estate need not necessarily be a large estate. Its rental may be under two thousand a year or may only reach half that amount. But the landlord of the tenant's selection is one with a good margin of income over expenditure, one who, working his own home farm, has some practical knowledge and experience of farming, and who is his own overlooker or head agent, and, without any intrusive intermeddling, takes a personal interest in all that concerns the well-being of his tenantry. Under such a landlord a tenant of even an outlying or distant farm can have every confidence, and the confidence reposed in the management of the great estates of Glyn, Penrhyn Castle, and Vaynol is not less absolute or justified. I am speaking from knowledge, because I know this part of the country very well indeed, and I am speaking of what is common knowledge and matter of common talk as between myself and the tenants of those estates.

Lord *Kenyon.*

10,764. Glynllifon?—Yes, Glynllifon. The confidence is given to the principles and practice

Lord *Kenyon*—continued.

which under varying circumstances and conditions, as well in good as also in bad years, have guided the management and which from their application through a series of years have assumed the proportions of rules and principles. I may say that I have had no communication with the landlords. I am not a member of the Landlords' Association, nor have I had any communication with Mr. George Owen; in fact, I have written letters to the newspapers very much objecting to much that they have done. I am giving my evidence as far as my own knowledge goes. I was asked by the Liberal Association to send a contribution to assist them in getting evidence, but I did not reply to the letter. No doubt the farmsteads and outbuildings in the immediate neighbourhood of the mansion obtain a more personal attention from the landlord. But when the landlord is well-to-do and takes a personal pride in the well-housing and well-doing of his tenantry, and whether a large or a small landlord and whether his estate or his tenements lie together or are scattered, the tenants will not have any reasonable grounds of complaint. As to the Madryn estate an expenditure of some 2,500*l.* would put all the farmsteads and outbuildings into a reasonable state of repair. During the ownership of the late Sir Love Jones-Parry, Bart., he and his mother expended sums which in the total could not have fallen short of 45,000*l.* in relation to such farmsteads and outbuildings. But the persons employed in the works, though paid the current wages, gave but half a day's work for their pay, and owing to the neglect of agents or of those who should have superintended the works being executed, it cannot be said that the value of the work done exceeded 10,000*l.*, if indeed 7,000*l.* Had a proper surveyor been employed and the works let out for tender, some such sum would have been the cost thereof. And this remark applies to other estates where the buildings or reparations were executed by the estate masons, carpenters, and other workmen, though probably at Madryn there may have been much greater remissness than in the case of other estates. It is when the landlord is an absentee and his estate is encumbered, or where his expenditure exceeds his income, or when resident he has purchased farms with borrowed moneys, that the rents are raised and upon some properties more than once, the agents either proceeding at the instance of their principals or to justify their selection and fitness. Upon other estates the rent would not be considered for readjustment except upon the death of the landlord or tenant, and they would be rents running back some 25 to 35 years, and the readjustment would be made by a competent valuer in whom the tenants reposed a general confidence. The late Mr. Thomas, of Plasdu, was frequently so employed. I do not believe that any landlord of position in this county permits any difference of language, politics, or religion to influence his disposition towards his tenants. I have never known of any case that could bear the test of examination. As to language or

Lord *Kenyon*—continued.

religion, the suggestion is ludicrous. The members of the county families all speak Welsh after a fashion, and take a pride in being able to make themselves understood by their tenants and neighbours. Whilst as to religious beliefs, and the magazines they severally took in, &c., &c., there certainly was not until quite recently any difference of principles or moral teaching.

10,765. What do you say as to the magazines?—They took the same in at the mansions as the farm-houses In the old times, at Trefan, Nanhoron, and other houses, the magazines edited by Dr. Guthrie, Dr. McLeod and other ministers of the Established or Free Church of Scotland were those most commonly taken for Sunday reading. What I mean is, that as to religious belief and as to moral teaching there is no difference, so far as I know. I am the son of a Methodist myself.

10,766. You mean they are of various denominations?—Yes. They were not High Churchmen. They held views commonly held by Presbyterians. The house and out-door servants at the principal residences go to church or chapel as they please. It is the rare exception for any master or mistress to seek to influence their servants as to their preference in matters of religious observances. I believe it to be the fact that before the Ballot Act some of the agents during election time spoke roughly to their tenants, and may have held out general threats if they did not vote with their landlords; but I do not believe that they had received from their principals any authority to so express themselves; they spoke as their own narrow and dictatorial nature prompted them, and the Conservative party to this day suffers from the interposition of these agents in elections. To be a Liberal got to mean a man of independent bearing who would not be dictated to by agents as to his votes; to be a Tory was accepted to mean the agent's man or tool—a mere cipher—a man not to be respected. Hence large bodies of men, without any accurate, if any, knowledge of the questions or issues upon which their votes should be recorded, pledge their suffrages for the Liberal candidates as vouchers of their being free men. The present position of the Tory Party in Wales is in a great measure attributable to the talk and acts of these agents, and to the landlords not mixing freely among their tenants, visiting them at their houses as friends and neighbours, and as friends discussing with them personally the political questions of the day. I think the clergy have for some years wished, and, when possible, have sought to induce the landlords to give a preference to churchmen as incoming tenants, and since the recent appointments to the St. Asaph and Bangor dioceses the clergy have become a militant order and have taken every opportunity of impressing their views upon their hearers, but I do not know of any cases in which their urgency has prevailed. Very few of the agents—and only those who were farmers when selected—have received any special training for the supervision of agricultural land, and some farmers have as agents been

Lord *Kenyon*—continued.

the least considerate towards the tenants. In my opinion no land agent should be permitted to sell to the estate or to the tenants thereof, or to buy directly or through a third person from a tenant. Then as to "term of tenancy." In Lleyn the date of entry is the 11th of October, or upon some estates the 29th September. In Eifionydd, save as to the farmstead and the field next thereto, or a field selected by the tenant the 25th of March, and as to the farmstead and the field the 13th of May. In each district the letting is from year to year, and in the old times such a tenancy was held to be as good as a lease. Some years back there was a demand for leases, but in these depressed times leases at the present rents or any rents not ascertained and fixed by competent valuers would not be accepted. A landlord's objection to a lease is that a farm or tenement under lease becomes unsaleable, whilst the tenant's would be that to a lessee no abatement in rent is made, and that under the agreements and covenants usually inserted he has to bear all the expenses of reparations and of additional buildings. Leases, moreover, will not be granted except to men of some means, and therefore it is that the conditions of such tenants is superior to that of many yearly tenants, but it cannot be said to be better than that of yearly tenants of equal means and ability. Changes of tenancies, not referable to sale, have not become more frequent than in former years. Landlords are anxious to retain good and paying tenants, and, except on such properties as I have before referred to, cases of hardship have not arisen. I do not think that it is the practice to serve any formal notice upon the tenants when land is taken for planting or road-making, but if land to any extent and value is taken for planting, compensation in some form or other is given or received by the tenant, whilst as to roads and single or double cottages the tenants are concurring parties, and have some interest or other in their erection. I am referring to plots of land of no appreciable extent, say, under an eighth of an acre. The same remark applies to land taken for mining and quarrying. The land so taken, as also for planting, speaking generally, has no appreciable value, and the rent is not adjusted or compensation given. If timber-cutting is in the plantations the tenant is not damaged, save, perhaps, as to the walls or hedges of the plantations and which the landlord restores. Then as to agreements and leases. My own agreements are very short, and simply express a tenancy from year to year at a stated rent and subject to the custom of the district and the provisions of the Agricultural Holdings Act or any amending Acts.

Chairman.

10,767. Can you put in one of the agreements?—No. As to the Madryn estate, of which I am speaking, there are no agreements. I know of one for a farm called Bronheulog. The tenant went to some expense for outbuildings and in order to bring him within the provisions

Chairman—continued.

of the Act I signed an agreement of taking, which had been left by the agent with him, but which had not been signed by the agent or the tenant; but as the man had put up the buildings, and as there was a clause in the agreement as to compensation in respect of such buildings, the tenant and myself signed the agreement; but except as aforesaid, and two or three leases for years, there are no agreements; upon this estate it is a verbal letting and taking.

10,768. No agreements at all?—No agreements at all. As to my own letting of my own few farms, I do not know that I need to bring them; they are very short and are contained on a sheet of paper, and they simply express a tenancy from year to year at a stated rent, and subject to the custom of the district and the provisions of the Agricultural Holdings Act or any amending Acts. But hay, straw, and manure are not by my lettings to be sold off the premises, and upon the determination of the tenancy have to be taken by the incoming tenant at a valuation. Upon the Madryn estate the tenants may sell hay, straw, and manure, the consequence being the impoverishing of the land by the poorer tenants. There was and is an estate custom on the Madryn estate that only one-third of the land can be ploughed in any year, but they do not plough now one-fifth or anything like it. As to the rent, the farm rent as usually fixed is a gross sum, but is ascertained by a rough reckoning of so much per acre upon the different fields. It would perhaps be more correct to say that, except where there is a valuation, the new rent is fixed roughly by reference to the old rent, and the market prices of stock and produce when it was fixed, and those which were current at the time of the new letting. The rents of purchased farms are from the purchaser seeking to obtain 3½ or 4 per cent. per annum on his purchase moneys, always higher than the rents of inherited farms forming or being parts of the old family estate. This is true as to Ceidio bach, Ceidio fawr, Lonfudr, and one or two other farms purchased by the late Dame Elizabeth Jones Parry. Their rents are at least 20 per cent. higher than those of adjoining holdings. They were bought very dear, and now only pay 2¾ per cent. per annum on the moneys paid; but I admit that they are high rents. The other rents are precisely what they were 50 years ago, and the rents of the smaller tenants are higher per acre than that paid in respect of the large holdings, but relatively a much higher expenditure has to be incurred in respect of the buildings on the smaller farms. On one small tenement I know of, 350*l.* has been expended within the last 15 years, and yet the rent remains 30*l.* a year. The usual rent of average lowland farms in Lleyn is 1*l.* per acre, or thereabouts. In the letting of upland farms the rents vary greatly, but a right of pasturage over a common or mountain is always taken into account when the rent is fixed. The only render or service, other than the paying of the rent, performed by the Madryn

Chairman—continued.

tenants, is the carrying of house coal from Pwllheli to Madryn. This service has been rendered by the tenants for so long a period that it may be presumed to have been within the knowledge of all tenants who have taken farms parts of this estate within the last 40 years. Then comes the question, "How fixed?" The rents on the Madryn estate have not appreciably been varied within the last 50 years, and there the farms are practically let to the man selected by the agent, no arbitration being resorted to as a means of settling or readjusting the rents. The rents upon that estate are considerably higher than upon the Glyn estate, but excepting a few farms, they have not been raised within the period aforesaid, and some have been lowered. The rent of Bachellyn was raised 30*l.* 57 years ago, and a meadow of from 4 to 5 acres taken therefrom. Three successive tenants who went to Wern farm failed. The rent before the third went in was 160*l.* a year, now it is 137*l.*, and each successive tenant worked the farm out, and putting nothing in, depreciated its value. Then the next question is, "How varied?" Upon the Madryn estate temporary abatements of rent (10 per cent.) were made from 1885 to 1888, and again last year and this, but no permanent reductions have been granted. No notice is given to the tenants of the intention of making such abatements until just before the rents are payable. Any change in rents depends not upon a revaluation, except when an estate is valued as a whole upon a new landlord succeeding thereto or becoming the purchaser thereof, but upon fluctuations in prices. A good cow 50 years ago might have been purchased for 6*l.*, and now they have not fallen below 12*l.*—so, if the rents are the same as they were then, they are not unduly high. As to the payment of rent. Rents are usually paid three months after they fall due, and the preferential claim for rent enables the landlord to dispense with any guarantee from the tenant's friends or some personal security by deposit or otherwise. It would not in my opinion be in the interests of tenant farmers that this preference should be taken away from the landlord. Then I come to "Charges on land. Size of farms." On the Madryn estate all chief rents and the income-tax, and as to park lands or lands so described, and whether let by auction or by agreement, and cottages or small tenements, also the tithes, land tax, and local rates, are paid by the landlord. As to farms and the larger tenements, the land tax and local rates are paid by the tenants, and in Lleyn the rates have not increased within the last 25 years. The tithes are now paid as to the whole property by the landlord, and collected from the tenants by the landlord. The average size of farms in this district is from 80 to 100 acres, and upon the Madryn estate no holdings have during the last 40 years been consolidated. The sub-letting of parts of holdings for sheep and cattle grazing when the same fields are so let from year to year and the farmer neither opens the ditches

Chairman—continued.

nor cleans the land, nor applies any special manures thereto, or ploughs it in the ordinary course of cultivation, greatly depresses the value of a holding. There are farmers who let portions of their lands to cover the rent, and if the farm as a whole is worked upon a suitable course of cultivation and maintained in good heart, no depreciation need arise. The relative effects of small and large holdings on their occupiers, their rents being fair rents, depends upon the occupiers themselves, the husbandman, wife, and children, and not upon the extent of the acreage. Some of the smaller holders are able to make a better provision for their families than the large tenants, and the present depression bears heavier upon the latter. Then the next question relates to the "state of cultivation "and nature of farming pursued." As to that, I say there is no scarcity of labourers, but the money wage being now three times what 40 years ago it was, the fences, ditches, water-courses, &c. have been much neglected, so much so, that the drains not infrequently are choked at the mouth, and then follow a considerable growth of rushes. Even when the landlord has opened surface drains at his own expense the farmers sometimes do not keep them open. I have done that myself at Bwlchwyn, and the farmer, Ellis Williams, does not keep them open. Many tenants have reclaimed waste lands, and to the extent of many acres, but other tenants whose rents are fair rents have permitted their lands gradually to go out of cultivation, or to become less productive. The high prices at which store cattle and sheep sold a few years back, and the increased cost of labour has induced this neglect; but it is also attributable to a large number of farmers taking farms without sufficient capital to work them, or at all events to hold their own in bad times and with a falling market. A man will take a farm of some 200 acres and a rental of 140*l.* with only 500*l.* to stock it, and carry it on. As a fact, few enter farms with more than half the necessary capital, and have to borrow at the banks or from their friends, paying for interest 5*l.* or 6*l.* per cent. per annum. Unless there is a big rise, they seldom reduce the sum borrowed, and think they have done well if they have paid and kept down the interest. Such borrowing means a considerable addition to the outgoings of the tenant and supplies an explanation why many tenants at fair rents are going backwards. There undoubtedly is much rough land which is capable of reclamation by taking up or blasting stones, and after ploughing and seeding of the same, and there is marshy ground which might be drained, and some of such land may be expected to yield a profitable return. Formerly one-half the land was under cultivation, but of late years, whilst of root crops as much again are raised as in the old times, the farmers, except in certain corn-growing districts, now rely upon the pastures and meadows. The arable land is laid down in pasture by the tenant, but only in the course

Chairman—continued.

of a regular rotation of crops. The pasture land is ploughed when its crust has become too hardened, oats are sown the first year, potatoes and roots are grown the second year, and in the third year barley, and with it clover and grass seeds. The tendency is to leave lands unploughed too long. The low price of grain, the high prices at which unfattened cattle and sheep sold for years, and the increasing cost of labour have been the causes of the change, and where a regular rotation of cropping is not applied to the lands, where the ditches and watercourses are neglected, and the land is insufficiently manured, the effect is that the holding becomes every year less capable of yielding a profitable return to the tenant. Then as to "Improvements," drainage, irrigation works, protection from river encroachment, and also buildings for stock, are, save in excepted cases, or under the terms of a lease effected and put up by the landlords, and though it may have been agreed that the tenant should pay a low percentage on the expense incurred, when times get worse he not infrequently claims and obtains exemption from such payment. Some landlords charge an additional rent of 4 per cent. per annum in respect of a new house or buildings indispensable to the habitation of the tenant and the working of the farm, or the repairing of the same, but if necessary for the working of the holding, this charge ought not to be made. Fences, gates and posts, manures, seeds, &c. are provided by the tenants, except on very small tenements, where the landlords may put up fences and gates. The tenant sometimes at his own expense, erects cattle and other sheds, and maintains them, the landlord supplying the timbers. Except under the express terms of an agreement, the tenant, when leaving a farm, can claim no compensation from the landlord for what he has done, and, unless he gets something from the incoming tenant, he usually gets nothing. I do not know of my own knowledge, and except from hearsay, of any instance where a landlord or tenant has contracted himself out of the operation of the Agricultural Holdings Act, or the custom of the country. On the Madryn estate, an outgoing tenant can sell by auction everything—hay, straw, manure, gooseberry bushes, &c., and the incoming tenant must buy them or let them go to the highest bidder. I have only known of half-a-dozen instances where farmers have applied for their landlord's written consent for specific improvements under the Acts referred to. I think such consent would in most cases be readily given by the landlords themselves, but the agents put off signing a written authority charging the estate, and the tenant having executed the work on the faith of the promise of such a consent, never gets it, and this discourages other tenants from making such applications. But all well-to-do landlords would prefer to make such improvements themselves, the tenant undertaking to pay a small per-centage of interest, say from 3 to

Chairman—continued.

4 per cent. per annum, on expenditure incurred for hay-houses, or other new additional buildings, not indispensable. By the custom of this district, the outgoing tenant sells to the incoming tenant or to his landlord, his manure and produce remaining, including growing crops of mangolds, swedes, and turnips. I am speaking of Lleyn now, where the tenants go out on the 11th October. In my part of Carnarvonshire, Eifionydd, where the incoming tenant comes in on the 25th March, mangolds, swedes, and turnips are sold in the ordinary course, or probably consumed before the date of the entry. But whatever the date of entry, the custom is for four men to be appointed, two by each side to settle the value, and if they disagree, an umpire of their own choosing determines what the value is, and the incoming tenant has to pay to the outgoing tenant the sum or value so arrived at. In such valuation, if the tenancy expires in October, the whole, and if in March, one-half is allowed of the price of the seed sown, and the market value of the manure if in the yards, and one-half market value if put in for potatoes and root crops the preceding spring. The tenant, unless by the terms of the agreement, is under no restriction as to mode of cultivation, or any liability as to dilapidations or sale of produce gotten. A landlord always desires to retain improving tenants, and such a tenant would leave only at his own volition. He would receive no compensation for the general improved condition of his holding unless from the incoming tenant, and there is no right recognised as belonging to tenants to dispose of any interest in their holdings. There are landlords who have taken advantage of their tenants improvements, and have raised the rents on the death of such tenants when relet to a member of the family, or to a stranger, and in some instances, the rent of the improving tenant himself has been raised. In Lleyn, the tenants can sell their sheep, either to the incoming tenant, or to any other person. In the mountain sheep farms, they have to be taken over by the incoming tenant or the landlord, at a valuation as aforesaid. Then, with regard to "game preserving," on the Madryn estate, the tenants, before the passing of the Ground Game Act, had, from the goodwill of their late landlord, an exclusive taking of the rabbits on their farms, and such goodwill was continued to them during his life. It was not of right, but of privilege until withdrawn. Some of the tenants made 60*l.* a year out of their rabbits, others 40*l.*, 30*l.*, 20*l.*, or smaller sums. The tenant had to employ a rabbit catcher, approved of by the landlord, at a stated rate of payment for each couple; pheasants, partridges, hares (when any), woodcocks, and snipe were and are reserved to the landlord. As to damages done to crops by the game preserved, no compensation has been granted to the tenant. When, some years ago, a portion of the Madryn estate was let to a sporting tenant, he bred over 500 pheasants, who fed upon the tenants' crops. I drew the

Chairman—continued.

lease myself, and there was a provision that the lessee was to pay damage to the tenants in respect of the feeding of game, but no damage was obtained from the shooting tenant, Mr. Angerstein, before he left the country. That is the only instance on the Madryn estate where there has been a complaint made as to over-preservation and of considerable damage to crops by pheasants. But save during the continuance of the five years' tenancy referred to and the corn growing farms included in that letting, the Madryn tenants have not to any appreciable extent been sufferers from the game reared on that estate. Game preserving, when carried on to any considerable extent, inflicts great injury to crops; and even when compensation is made to the tenant the amount is fixed by the landlord according to his good pleasure and not by any calculation which pretends to ascertain an approximate return of the loss inflicted. The tenant in such cases gets something, but what is tendered to him provokes irritation and creates a feeling of despondency as to what his sowings may bring him. I at one time let some rough shooting near Barmouth, but the farmer complained of his hedges being knocked about, of wires twisted, gates left open, and of sheep frightened by the dogs, and during recent years I have not let the shooting. I am of opinion that the property in or right to all game upon a farm should be in the tenant; that he alone should be recognised as having any right to kill or take the same, but that from year to year he might dispose of the same to his landlord, or any other person. In the petty session held at Portmadoc a tenant's son working on the farm was last year fined 2*l.* and 10*s.* costs for shooting a brace of partridges feeding on his father's land. In the preceding year a tenant's shepherd was fined 1*l.* 1*s.* and 10*s.* costs for picking up during his walk a partridge out of a snare set for rabbits. It should not be possible to take any proceedings against a tenant or any member of his family, and any proceedings taken against a labourer should be by the tenant. Proceedings against persons other than labourers should, in my opinion, as the practice is in relation to the Madryn estate, be instituted by the tenants. The right of shooting as now reserved to the landlord is, however, a valuable interest. The shooting rent obtainable may not exceed 1*s.* an acre, or may even be less, but upon the sale of a property it is difficult to apportion the exact sum attributable to the purchaser's desire to possess himself of the sporting rights. Any substantial change in the Game Laws, save as to supplying a more accurate mode of reckoning the damage occasioned by rearing pheasants, may in a large number of cases appreciably diminish the sale values even of small tenements and, disturbing the old values, may create uneasiness in the minds of the mortgagees thereof. Except from over-preservation or rearing of pheasants the tenant farmers in this district have not much to complain of in the matter of the game. But

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the presence of the keepers about, and the airs and license they assume, provoke irritation. If game preservers would trust and rely upon the tenants more and in the keepers less, in short if they would constitute their tenants the keepers on their respetive farms, a much better feeling would subsist,and there would be less poaching and more game for the landlords. That is my opinion.

VI. *Proprietor Farmers.*

The number of small freeholders who have inherited their holdings from their ancestors is not large. Their number during the last 40 years has decreased by sales brought about either by a trust for sale in an ancestor's will, or by a devise to children or relatives as joint tenants or as tenants in common, or again by the charges affecting the same becoming too onerous to be borne by the person in occupation when payments by way of rent had also to be made to other the joint tenants or tenants in common thereof, or by the largely increased value of such tenements in the sale market, or the fact that a neighbour desired to acquire the same and was offering a sum much beyond its market value; these and other causes have made a sale of such holdings advisable in the interests of all parties. At the sales in the year 1886, a large number of tenant farmers bought their own holdings to ensure their continued occupation thereof. A few tenant farmers and persons not tenant farmers purchased other holdings for their own occupation or as investments of money, or at the request of a relative who was anxious to remain in occupation of his tenement. And at the sales effected in the succeeding years, and during the present year, the purchasers have for the most part been made up of tenant farmers who were induced to buy under the circumstances about referred to. The holders of large estates in this county, even when wealthy men, seldom become purchasers, except of lands in the immediate neighbourhood of their residences, or, when outlying, with the object of obtaining better boundaries, or at the urgent entreaty of the tenant in occupation, and who is unable to buy his holding or otherwise to secure continued occupation of his house and lands. When a tenant farmer is openly bidding at an auction, it is quite the exception for a third party to bid against him, and the lot would be knocked down to the tenant if his last bid is within a year's rental or even within the total of two years' rental of the reserve fixed, and consequently the purchase money paid by such purchasers cannot be said to have been excessive. Some few tenants on the Madryn estate were in 1886 able to complete their purchases without any borrowing of moneys, but the many purchasers at that and subsequent sales have had to obtain from two-thirds to three-fourths of the purchase moneys on a mortgage bearing interest at 4 per cent. per annum, while some have had to find the balances at the bank or from their friends upon promissory

Chairman—continued.

notes or other personal securities bearing a high rate of interest, or by selling a part of their stock. Of such purchasers, some of those who were under the necessity of borrowing only two-thirds or three-fourths of the price paid, have reduced their liabilities by part payments, but with bad seasons and lower prices some even of that class are becoming more involved, and unless things mend will be unable to retain their lands. Those purchasers who were under no necessity of borrowing, or who had to borrow only small sums, and had moneys of their own wherewith to improve their purchases by building, draining, or otherwise, have done well, and their holdings would now fetch much higher prices. But as to purchasers at such sales who had to borrow three-fourths or more of the purchasing moneys and otherwise to cripple their ability to buy and sell in the markets, their present condition is one of great anxiety, and can admit of no comparison with that of the yearly tenants about them. Moreover, the fact is that the yearly tenant on the large estates, and even on the smaller estates when the beneficial owner has a good income and is sympathetic, cannot better his position by acquiring the fee, even if his money investments bring him in only $2\frac{3}{4}$ per cent. per annum, for after the purchase he will have the buildings, reparations, and other the improvements or works theretofore executed by such a landlord to bear upon his own shoulders, and in bad seasons will have no one to whom to look for any abatements in money payments.

2. *Tenant Farmers.*

On the small tenements at fair rents of from 30*l.* to 45*l.* a year the manual labour will be performed by the tenant, his wife, and children. The nature and character of the holding may necessitate the tenants obtaining assistance for a few days during harvest time, or it may enable him to take temporary service at neighbouring farms, or to devote time in some other pursuit or industry. Children do more and better work than hired servants of the same age. The children who give their labour have allowances for clothes, &c. Some receive the wages generally payable in the district, while others in the place of the full value of their services, and in addition to such allowances as aforesaid, obtain a provision on marriage or independent settlement in life, varying with the ability of the parent and the measure of success which has attended the working of the farm, and one, and sometimes more, of the children would be looking forward to becoming tenants of the farm, and having the stock to carry it on with. If there are no children, or if children rendered no such services, more servants would have to be hired, but where the rents are fair rents, and the tenant had sufficient capital when he entered, they can be maintained by such hired service, or by the children taking out their remuneration in the wages receivable in the district for the labours they perform, and not, as most frequently occurs, by

Chairman—continued.

permitting some part thereof to remain in a common family fund, to be appropriated or divided amongst them in some of the ways I have indicated. Where no wages can be paid to or a fund set apart for the children labouring on a farm it will, speaking generally, be found that the tenant had insufficient capital for the working of the farm when he took it, and by reason of his borrowings at the bank or otherwise, has in outgoing had too heavy a weight to carry.

3. *Labourers.*

The proportion of the farm labour hired from outside the household depends upon the number and ages of the children at home.

Chairman.

10,769. We have had a great deal of evidence about the farm labourers, and I do not think we need trouble much about that?—No.

10,770. We have had statements about farm labourers, and also their condition and their food, and so on?—Then I will pass that over. Then about the cottages; we have very few cottages on the farms, hardly any cottages.

10,771. They live in the farmhouses, I suppose?—They live in an outhouse; they sleep in an outhouse, and have the meals generally in the kitchen with the family.

10,772. These are just the same conditions as are usual in the other parts of the country?—Yes.

10,773. We understand all that?—There is no accommodation for them to spend the evenings; in most of the farms there is only one kitchen—the smaller farms—where all the family and the labourers eat together, and if they remain in after supper, they have to sit in that kitchen. As a rule they go out and stroll about until they go to bed.

10,774. That is what we have heard?—Then the labourers in service with the small tenant farmer, or with the small proprietor farmer whose lands are charged by way of mortgage, partake of the same diet and in the same room with his employer and the family. When engaged under the same conditions by the large farmers they have healthy and sustaining meals and meat at their dinner. The families of the labourers, even when the labourer is on his own finding, do not fare so well, butter, pork, or bacon taking the place of meat. But much depends upon the wife and the number of children at home earning no wages. The small tenant farmers have relatively better house accommodation than the larger tenant farmers. But the house accommodation, as well of large as also of small tenants varies greatly, according as the management of the estate is generous or niggardly. Proprietor and tenant farmers, whether large or small, who possess capital, or who are well to do, have as to diet what persons of their means usually have. Potatoes, carrots,

Chairman—continued.

and turnips are the only vegetables they grow. Some 25 to 30 years ago, owing to the badness of the times, there was a considerable migration of farmers and labourers to America and the Colonies, and of some to Scotland and England, but within recent years few have gone out of this country. In this district there was a large drop in prices during the years 1885–1889, but not so large as during the last two years, the drop or depression during the last two years chiefly, if not exclusively, affecting store and fat cattle and sheep. fat sheep now realising only half the prices they did a few years back, though mutton stands at the same price. Butter and young and fat pigs command higher prices than have been obtained for years. It is the large farmers, whether proprietor or tenant, who are chiefly affected by the depression under which we all now suffer. I believe a larger number of farmers now keep farming accounts than formerly did.

10,775. I have finished my statement now.

10,776. There is one question I should like to ask you. You have spoken about the agents being allowed to sell or to buy from tenants. Is that a common custom of the country?—No, it was a custom on this estate for them to sell to the landlord. If anything was wanted the tenant went to the agent and it was got from the agent.

10,777. Did the agents deal in cattle or sheep, or anything of that sort?—No, not here; only materials for building.

Lord *Kenyon.*

10,778. Do you mean the sales pass through the agents' hands?—Yes, if a tenant wanted some reparation done he would go to the agent and ask for timber, &c. They did not themselves sell timber; but slates and other materials they sold themselves.

10,779. I took quite a wrong view of it, but I understand you now?—And it was sent to the farm and it was entered against the landlord.

Sir *John Llewelyn.*

10,780. With regard to the tenants buying their own holdings, you said that you thought that about five-eighths of the whole sale was made to tenant farmers?—More than one half.

10,781. Not all to the sitting tenants?—Yes most of them were sitting tenants.

10,782. You gave one or two instances in which tenant farmers on other estates bought?—Yes, there was a tenant farmer on Lord Newborough's estate who bought to the extent of 13,000*l.*

10,783. You subsequently gave us more information. What I wish to learn about is whether that was with borrowed money. You told us some of it was with borrowed money and some was not?—Yes.

10,784. Do you think it would be a good thing if there was an opportunity for sitting tenants to purchase with money advanced by Government at a low rate of interest?—Well,

Sir *John Llewelyn*—continued.

the average price obtained at the Madryn sale was from 32 to 33 years' purchase, so that the actual net rent gotten by the landlord would not exceed 2¼ per cent. Therefore, even if money was got from Government at 2¾ and 3 per cent., it would be better for a tenant to remain a tenant than to become purchaser of his farm.

10,785. Agreements are rare. You told me that a great many of them are simple?—Speaking generally, they are simply verbal lettings.

10,786. Verbal lettings subject to the Agricultural Holdings Act?—Yes.

10,787. Is the security under that Act insufficient, in your opinion?—Yes, I think as to improvements effected by the tenant it would be sufficient if notice was sent to the landlord, and no consent required. I should say that notice should be sent and the landlord should have an opportunity of stating his concurrence or refusal, and if it was a matter clearly to the benefit of the tenant, I should give the tenant an appeal to the county court judge. I think tenants when they do effect improvements should be secured.

10,788. Do you think it was that sense of insecurity that made the tenants buy in this particular instance?—No, they bought in this case in order to retain their homesteads.

10,789. In order to retain their holdings?—Yes, in order to retain their holdings.

10,790. There is a sense of insecurity?—Yes.

10,791. That operated in inducing them to purchase?—Yes.

10,792. Do you think that they had to pay where they had to borrow for that purpose interest at the rate of 4 per cent.?—I think their farms now stand to them at something like one half as much again as previous to the sale, *i.e.*, reckoning interest on purchase money as against former rents less abatements.

10,793. Do you think that the rate which they would have to pay would be 4 per cent., or less than that?—Four per cent., and getting nothing done by way of repairs.

10,794. Of course they would have to do the repairs?—Yes.

Mr. *Seebohm*.

10,795. You have stated, I think, that on this estate holdings were chiefly by verbal agreement?—Yes.

10,796. I wanted, if I could, to understand exactly what takes place upon a change of tenancy. I presume that in the first place the outgoing tenant can claim whatever he can claim according to the Agricultural Holdings Act?—He can sell everything.

10,797. May I go step by step, please. In the first place he has the claim which the law gives him under that Act?—Yes.

10,798. Then over and above that, do I understand that there is a valuation made between him and the incoming tenant by valuers?—Yes.

10,799. In that way he gets more than the Agricultural Holdings Act gives him?—No, the valuation as beween the outgoing and the incoming tenant has relation only to the crops, hay, straw, mangolds, swedes, and everything on the land, and they are valued by four men on each side and an umpire, and the outgoing tenant brings in the bills for seeding, and the incoming tenant has to pay the full sum for the seed, for the tenancy expires on the 11th October.

Mr. *Seebohm*—continued.

10,800. Yes, but what I mean is this; take for instance, the case of sheep. Under the Agricultural Holdings Act I am not sure, but I think there is no reference to sheep, to the right of the outgoing tenant to be paid by the incoming tenant for his sheep?—No, there is no such right.

10,801. That is under the custom of the country?—No, they can sell their sheep to whoever they like.

10,802. Here they can do that?—Yes. In Merionethshire it is different. There the incoming tenant has to take them over.

10,803. I was told, in answer to a question to Mr. Humphreys, that as regards such a thing as haulage the custom of the country gave more than the Agricultural Holdings Act?—I had a great number of claims after the Madryn sale from the tenants of farms sold in respect of haulage. Allowances, I think, were made. I think some tenants kept back a part of their rent to meet such claims.

See 10,6

10,804. But is there a custom of the country which regulates it to a certain extent?—I do not know of such a custom. I heard of it today for the first time.

10,805. The payment from the incoming tenant to the outgoing tenant. Is it barely what is necessary under the law as it now exists under the Agricultural Holdings Act? Is there a custom of the country which gives, in certain particulars, more than that?—I do not know of any such custom.

10,806. Would it be very difficult to form an Agricultural Holdings Act which would include in all the different parts of England and Wales the various things that was necessary in each district; for instance, take the question of sheep in Merionethshire. Do I understand that that ought to be included in the Agricultural Holdings Act or left to the custom of the country?—I think it is much better left as it is. I do not think there are any complaints about it.

10,807. So that it would be very difficult to get all the rights as between the incoming and the outgoing tenant into one Act of Parliament?—Yes, I think so. I agree with what Mr. Humphreys said as to the schedule to the Agricultural Holdings Act. I think it ought to be extended. As a fact, the farmers do very little here in the way of improvements. Of course there are a few, like Mr. Humphreys and Mr. Roberts, of Penystumllyn, and others, who do.

10,808. But what I wanted to come to was this. You might have an Act of Parliament for the whole country, but no schedule which you could draw would probably cover all the requirements of each particular district, when you must, over and above what the law gives by Act of Parliament, have a custom of the country in different districts covering larger

Mr. *Seebohm*—continued.

rights as between the incoming and outgoing tenant?—I should say, that if as in Merionethshire for instance, a custom has prevailed for a long period of years, it must be founded upon good reason and ought to continue unless in some particulars it is open to objection. There is no objection to taking a farm upon the custom of the country, whether in a mountainous country or in a lowland country, as it is understood by all men. What they object to is being bothered with agreements having long clauses which they may or may not be able to understand.

10,809. You think they would understand the custom of the country better than they would understand the schedule of an Act of Parliament?—Yes.

Mr. *Richard Jones.*

10,810. Do you know of an instance where either the clergy or ministers of denominations have been trying to exercise their influence with landlords to let their farms to tenants of some particular creed or political complexion?—I have heard of such cases.

10,811. You could not specify any instances if you were asked the question?—I am perfectly certain none of the landlords would listen to such suggestions. None of the landlords I know anything about would listen to any suggestion that a tenant should be preferred because he was a Churchman, but I have heard it so stated; I admit that. I do not know that any landlord has given the preference to an applicant because of his being a Churchman or because of his being a Conservative.

10,812. So that, practically, it is hearsay evidence?—I think so. One hears a lot occasionally; but I do not think if you go into it and thrash it out that you will get much of a foundation for the suggestion.

10,813. I understood you to say something about a cow for 6*l.* I do not know what that was?—I saw in a notebook that I had that the price of a good cow 50 years ago was 5*l.* or 6*l.*

10,814. And that cow would fetch 12*l.* now?—That cow would fetch 12*l.* now, I take it. I could never buy a cow under that figure, even though a very middling one.

10,815. Do you mean to quote that as a basis for fixing the present rents?—Where the fall in prices have affected this district is in the price of store cattle and sheep. The pigs have never done better.

10,816. Did not the people in this part of the country use to raise a good deal of wheat years ago?—Well, yes, my father used to raise some.

10,817. What has been the fall in the price of wheat in the course of 50 years?—They have not been raising any wheat here for ages, nothing to speak of. I am speaking in the presence of the farmers. I do not know more than half a dozen farms where wheat is raised.

10,818. How does barley and oats compare with 50 years ago?—Of course it is lower; but then that cuts the other way, because farmers

Mr. *Richard Jones*—continued.

can buy the grain to fatten their beasts and get the fattening process done at so much less. The labour is now three times what it was formerly. Of course the labour is the heaviest item. It is three times what it was 40 years ago.

10,819. Is that the only item which is higher at present than it was 50 years ago?—I take it every item except grain is much higher now than it was 50 years ago. I think my father used to buy those mountain sheep for about 7*s.* each. They complain now that they get 13*s.* only.

10,820. Can you enter into figures with respect to grain?—No, because there is so little grain grown here. There is very little grain grown on the Madryn estate or on any estate I know of.

10,821. So it would not make much difference in the farming?—Except in some districts. There is one farm, Crugau, for instance, where a great deal of grain is grown, but he is a very well-to-do tenant; he has been there for 50 years and has done very well and I believe he is worth some thousands of money: it is Mr. Morris.

10,822. You would not be able to present a case to me where a farmer 40 or 50 years ago sold so much corn for so much money and also present a case at present where a man has raised so much corn and sold it for so much, to show either the profit or the loss in comparison with what it was 40 or 50 years ago. That is what I want?—In this part of the country there has always been more grazing done. The fluctuations in the price of grain have never affected this part of the country.

10,823. You are not prepared to enter into particulars. It is simply a general remark on your part?—It is a general remark as to that feature of the case.

10,824. Where is the produce and the stock taken to market in this part of the county?—Pwllheli is a very good market, but the buyers go all about the country; there are several men who go about buying sheep, and then they herd them together and they bring them say to Chwilog as a centre and as being close to and having a station. Those who want to purchase sheep buy them from the herders. I am going to send my man on Friday to look at some sheep there. They are bought from the farmers by people who go round and then you can buy of herders or dealers. As a rule, I think sheep are all bought by people going round the country.

10,825. What facilities are there for bringing butter and so on from the outlying parts? Have you a railway?—No, only the carriers. There was a railway to be made, and I was a trustee and a director under the Act, but last year they got an Act to abandon the undertaking and to put an end to it, and the deposit money has been returned. A line was to be made from Pwllheli over the bay here and on to Port dynllaen, but the Act has been abandoned—I forget the proper designation—and the money returned. The Act was obtained by two gentlemen from Ruabon, both of whom are dead.

10,826. Do you think a railway system of communication would answer the purpose in this part?—Yes, I think that if the London and North

Mr. *Richard Jones*—continued.

Western made a line from Pantglas to Nevin and Port dynllaen, it could be made inexpensive —a line just round there.

10,827. It would be of benefit to the farms?—Yes.

Mr. Griffiths.

10,828. I am sorry I was not present so as to hear the whole of your evidence, but I should like to ask you a question or two. Can you mention any instance where children have been paid by their parents for work done on a farm?—I cannot mention the names, but I can supply the names if you wish. I can supply the names by letter.

10,829. Do you not think that owners of estates should provide sleeping accommodation for the labourers inside, and not leave them to roam about the country as we have heard of in other places?—Yes, I do.

10,830. On what ground do you consider that tenants bought their farms at 32 years' purchase?—Well, they were very high. I have got the valuations here (*producing same*). You can see it was done perfectly fairly.

10,831. Yes, I quite understand that. But I ask you on what ground do you suppose that they were induced to give such a sum of money for their holdings?—They were valued by three valuers, Mr. Dew, Mr. Owen Edwards, and Mr. Thomas Roberts, the surveyor, and they were valued at the figures at which they were bought. Some went above the figures and some below.

10,832. Do you not think there was some part of that due to the tenants for improving their farms?—Possibly in some cases there was a part so due. I made some small grants, I forget to what extent, but to the extent of some hundreds, for buildings put up by the tenant, and about this haulage too there were many claims allowed.

10,833. Have you any dairy farms on the estate?—There are about 12 farms of a rental exceeding 150*l.* a year.

10,834. Do they do much dairying?—I must admit that the dairies are very insufficient in room and accommodation.

10,835. Do you mean accommodation of the dairy itself?—Yes.

10,836. As to the situation?—The extent of the accommodation and the situation is not good. It must be very difficult for them to make butter in hot weather in a great many farmsteads.

10,837. Sometimes the dairy is attached to the dwelling; it is too close and the heat is present?—Yes, inside the dwelling-house.

10,838. Is there sufficient room to bring modern implements in?—I am afraid many of them have not room enough to bring in any implements; you can hardly turn in them.

10,839. I noticed on some of the farms around that the dairies are built too near the manure heap?—Yes, that also is true, but that is the fault of the medical officer of health. He ought to take stronger measures.

10,840. Do you think that the butter produced is satisfactory?—Yes, I think so. I have only got three cows and I have got five or six servants

Mr. *Griffiths*—continued.

and four or five in the house. We have been selling 30*s.* worth of milk a week at Criccieth and about five pounds of butter. Cows are very good if they are properly looked after and fed.

10,841. Do you suppose that all the farmers pay the attention that you do to their dairying?—Well, they have not the accommodation. Mine is underground.

10,842. You think a great deal more could be done in that way?—Yes, a great deal.

10,843. Are you aware that there are tons of butter and cream brought into this neighbourhood from Devonshire at the present moment supplying all the hotels in the district?—Yes. Butter has been 2*s.* a pound here. It was 1*s.* 8*d.* for some time. I do not know what it is now. 1*s.* 6*d.* I think, but it has been as high as 2*s.*

10,844. Could not farmers be induced to do more in the way of dairying?—Yes, but I was talking last week with a very large farmer who has got about ten cows, and he says, "I cannot "send my butter to Pwllheli. I must make it "pot butter," because it is so hot.

10,845. With the modern appliances I do not think there is any difficulty in making butter, and I think it a great pity for this neighbourhood that they cannot produce butter as well as can be brought here from Devonshire?—Yes, it is a great pity.

10,846. Have you any dairy schools here?—I have never attended any.

10,847. Did you send your dairy maids?—No.

10,848. Is there much feeding of cattle done on the estate? I mean, is there sufficient food, turnips, and so on?—Oh, a great deal. They give them swedes and mangolds, and some give their cattle barley meal and Indian corn.

10,849. Are they fat or store cattle?—Some go in for fat cattle and others for store cattle; they vary.

10,850. Have you any provisions for cake consumed in your agreement?—We have no agreements.

10,851. You have no provisions for cake. I understand you have no agreements?—No none.

10,852. Do you ever pay the tenants for cake used on the land?—No, I think very few of them feed much with cake.

10,853. Do you know if the block test has been tried in this neighbourhood, that is, for farmers to judge the weight of the cattle?—No, they have got something to measure round.

10,854. Are they able to ascertain to a nicety what a beast will weigh?—Well, I tried it myself and I came within eight pounds.

10,855. That is very good. Do you think all the tenant farmers are able to do the same?—I think so.

10,856. Do you not think that there is much money lost between the producer and the consumer?—I think they had some lessons at Bangor Show the other day.

10,857. Did they all come to very near the weight of the beast?—I cannot speak as to that. I was not there.

10,858. I have seen some shows where there have been some hundredweights out in the weight and it is a great loss to the farmers. Have you

Mr. *Griffiths*—continued.

any increased provisions for poultry keeping?—I do a lot of poultry keeping myself; I think it pays uncommonly well; I think some of the farmers go in a small way for it.

10,859. Do not farmers neglect the eggs? Do they not leave them to stray all round the farmyards?—Yes, they collect the eggs sometimes every third or fourth day.

Mr. *Griffiths.*

But they should be collected daily. That is what the foreigner cannot bring us—a fresh egg every day. That is all I have to ask you.

Mr. *Brynmor Jones.*

10,860. I think you are a member of the North Wales Circuit, are you not?—I only went round once a great many years ago. I was a conveyancing barrister, and I simply wanted to show myself in order to get people to send me up some conveyancing work.

10,861. You were in holy orders before?—Yes.

10,862. I find this statement made by you, that no part of that estate—that is the Madryn estate, I think?—Yes——

10,863. Is situate in any manor or held otherwise than by a fee simple tenure. What do you mean by a fee simple tenure?—There are no customary lands or copyhold lands

10,864. What do you mean by a fee simple tenure?—The ordinary tenure.

10,865. Fee simple is the name of an estate?—Yes, it is that.

10,866. I do not recollect having heard of that in conveyancing before—fee simple tenure?—It is a term that is commonly used—a fee simple title.

10,867. Ah, fee simple is estate; there is a distinction between "estate" and "tenure." Do you mean that land is held directly—that where you do find a tenant in fee simple he is a tenant *in capite* holding direct under the Crown? Is that what you mean?—No, the estate is an estate of freehold, not of customary or copyhold tenure, that is what I mean; it is very simple.

10,868. Very simple; but you may have an estate in fee simple in a copyhold?—I never had to pass the Bar examination; I came before the Bar examination was instituted.

10,869. I am not asking this from any trivial motive. I want to know what the condition of the tenure is?—It is a freehold tenure. There are certain chief rents payable to the Crown.

10,870. Am I to understand from you as a conveyancer that the tenant in fee simple here is a tenant *in capite* under the Crown? What do you understand by the position here?—He is an owner of the freehold, and it is held in the case of the Madryn estate after executing a disentailing deed to him—the late beneficial owner—and his heirs for ever.

10,871. You have used the word "tenure" and that means that the person who has got the estate is a tenant. If there is a tenant, there must be a lord. Who is the lord, in your judgment?—There is no lord except the Crown, but we know that means nothing—all lands are held of the Crown.

Mr. *Brynmor Jones*—continued.

10,872. Do not think I am putting the questions hostilely to you. I am not doing that, but I am endeavouring to ascertain what is the legal position here. Is there a manor? Do you mean to say there are no manors in Carnarvonshire?—There are no manors of which I have any knowledge. No part of this estate is held of any manor that I know of.

10,873. I have got a return here to the House of Commons of the year 1845 of the manors belonging to the Crown, and here I find a manor of Pwllheli which contains several hundreds in this county, and then follows a list of the hundreds?—Yes, but I mentioned that we paid certain chief rents.

10,874. What are the chief rents?—They come to some 3*l.* or 4*l.* a year.

10,875. They are paid to the Woods and Forests I suppose?—I think so.

10,876. You cannot give us any enlightenment about the manors here. I hoped when I saw that you were a conveyancing counsel you might have got that up for us?—We have never had anything to do with any manors.

Mr. *Seebohm.*

10,877. You do not call them manors?—No.

Mr. *Brynmor Jones.*

10,878. Or lordships?—I have gone through this title several times and I have never seen the term "lordship" or "manor" or anything else.

10,879. I think I gathered rightly the effect of your statement that you are giving the opinions you have expressed on your own account, are you not?—Yes.

10,880. Quite independently?—Quite.

10,881. And therefore they are not representative?—No.

Lord *Kenyon.*

10,882. You have made some remarks about agents which I did not quite follow. You said the landlord has a head agent. What do you mean? I do not quite understand?—I think it is better that there should be head agents in some cases. Of course where the estate is a large estate like the Penrhyn Castle estate there must be head agents, but where the estates are small estates from 2,000*l.* to 4,000*l.* or 5,000*l.* a year, I think the tenants expect the landlord to be the principal overlooker.

10,883. Certainly, I quite agree with you that the landlord should be the principal; but is it not to the interest of the tenant that there should be a capable man who understands land and cultivation to be his agent and to act for him?—Well, the rule is here to let the tenant cultivate as he pleases.

10,884. Certainly. I do not mean to disturb the tenant in his cultivation, but to be a mediator between the landlord and tenant where it is necessary?—Tenants prefer——

Lord *Kenyon*—continued.

10,885. Tenants prefer to deal directly with the principal when they can. There I quite agree with you; but surely an agent is more necessary on a large estate, or on an estate of a comparatively large size, otherwise matters must get into a very slipshod state. Do you say rates are higher than they were 25 years ago?—No. I except from that statement Criccieth parish where they have got a school-room built by a school board. There the rates are very high.

10,886. You are speaking of Lleyn?—The rates in Lleyn have not increased.

10,887. Can you give any instances of landlords charging interest on improvements?—Well, I have done so myself, but I have let it slide after a time. I spent 350*l.* on a small place, the rent of which was only 30*l.* a year. I thought I ought to get 5*l.* more rent; but I let that drop. I also did the same at Barmouth for drainage, 3 per cent.; but I also let that drop. At Madryn what improvements have been made were made without any attempt to put on any charge.

10,888. I do not think it would be usual that a landlord should charge interest on improvements?—No. I think they are entitled to charge interest for hay-houses, because they are not absolutely necessary.

10,889. Can you give any instances of landlords taking advantage of tenants' improvements to raise rents?—That is what I have heard.

10,890. It is only from hearsay?—Yes, it is all from hearsay.

10,891. Has the Bangor College had any dairy instruction in this district?—I believe so, but I do not know anything about Bangor College.

Chairman.

10,892. Some questions are put in that I must trouble you with. Mr. Owen Wynne asks, "Do you think the dairy is put too "near the manure heap, or the manure heap "put too near the dairy?" Can you answer that question?—I daresay it happens in both ways. I know several farmsteads on the Madryn estate where the dairies are certainly very much insufficient or inadequate for the reasonable demands of the tenants.

10,893. Mr. Owen Wynne also asks, "Do you "think it is usual for agents to deal in materials, "and would you name the agents you refer to?" —No, I do not know of any other instance.

10,894. Will you name the agent you referred to?—I did. It is only the agent of this particular estate. It is an old practice here which has been discontinued.

10,895. Mr. Walter B. C. Jones asks, "When "you refer to agents selling materials for repairs, "do you include me in the insinuation thrown "out?"—Oh no.

10,896. Mr. Vincent asks, "Is it not a fact "that wheat was grown largely near Aberdaron, "and that the difference in favour of the wheat "growers near Aberdaron as compared with "English wheat growers is that the Aberdaron "land is capable of being laid down in pasture "and the English land is not?"—I believe that

Chairman—continued.

is quite right, but I have only been to Aberdaron once or twice. I believe that is so.

10,897. Mr. Wm. George asks, "Did Mr. "Thos. Jones, your last tenant, leave Ynysgain, "and if so, why did he do so?"—I gave him notice to go. I wanted the land myself. He had not opened the ditches for ten years. I have had one or two men on for a year opening the ditches. It had been very well drained by my great uncle, but the drains were unable to run out. It cost me 50*l.* to have it done.

Professor *Rhŷs.*

10,898. May I ask who insures the buildings on the farms on the estates you speak of?—The landlord.

10,899. Do you approve of that?—Yes, I think it is unnecessary in that case to insert the tenants' names in the insurances.

10,900. Do you approve of the landlord doing it rather than the tenant?—I think so.

10,901. What district do you know best. About here?—About here and Lleyn—all the southern part of Carnarvonshire.

10,902. It was mentioned to us the other day by a gentleman who knows this district very well, that it is rather notorious in some parts of the country that the servant men, and the labourers, the unmarried ones, go prowling about at night around farmers' houses. Have you ever known anything about that?—Yes, it is so. I do not think the practice is so general now as it was in past years, but it certainly is a practice.

10,903. To what would you trace that mostly?—To the natural man I should say.

10,904. Yes, but the natural man is much the same in other countries, where we do not hear of this. I mean, is it anything in regard to the arrangements of the homesteads. Is there anything in the way the buildings are arranged or lack of accommodation?—Yes. I think it may be to some extent attributable to that, but I am not aware that the number of such children born in Cardiganshire is less than here. In Cardiganshire I think the men sleep in the houses to some extent, to a greater extent than here.

10,905. I did not refer directly to illegitimate births, but of course it is quite right that you should put it so. You think it is partly due to the lack of accommodation on the farms?—To the lack of accommodation and proper recreations in the evenings. In the old times they used to spend the evenings carving, now they do not do anything of a useful description unless it be reading the Welsh papers, and they walk about; some of them smoke pipes; it may be they go more to the inns than they did before.

10,906. Then, when they did the carving and so on, they sat with the farmer and his wife on the common hearth?—Yes.

10,907. Now they cannot do that, and they have no separate room, is that it?—In the smaller farmsteads there is but one kitchen. In the larger ones there are two; the farmer's family live in the best and have their meals there, and the labourers have their meals in the other. Even where there are two, the labourers

Professor *Rhŷs*—continued.

as a rule go out after they have had their meals. It is usually small and wanted for other purposes.

10,908. That means that the accommodation is rather short?—It is insufficient.

10,909. And inadequate?—Inadequate.

Mr. *Brynmor Jones.*

10,910. Might I ask, arising out of Professor Rhŷs' question, does the tenant farmer affect to exercise any kind of discipline over his indoor servants?—Outdoor servants you mean.

10,911. No, I call the indoor servant a labourer who is engaged and gets his board and lodgings at the farm house. For this purpose I call him an indoor servant?—Well, he sleeps outside.

10,912. He sleeps in an out-house generally?—Yes.

10,913. So that he can come and go at any hour of the night without the farmer knowing anything about it?—Yes.

10,914. Does that equally apply to female servants?—No; female servants can only go out with permission.

10,915. Is there access from outside to the apartments of the female servants as a rule?—Not except by coming through the door or through a window.

10,916. But I have seen separate staircases up to rooms, for instance, in some places separate

Mr. *Brynmor Jones*—continued.

staircases built outside, stone staircases leading up to a room in the farmstead?—Yes, to a room where the men sleep.

10,917. That is what I meant. Take that to be so; you do not think the female servants are ever placed in rooms which have access in that way?—Not to my knowledge; I do not know of any instance of that; they always sleep in the house.

10,918. If that is so, and discipline is exercised, and the farmer looks after the servants, then I take it the men have nothing to do but to loaf around. Mr. Walter Jones drew a very alarming picture of the state of things at night, which I understood he spoke about from his own knowledge. Let me put it in this way. Have you any reason to think that the tenant farmers permit their female servants to be out too late at night?—No, they do not permit them.

10,919. Then the thing comes to this; that the menservants, as soon as the work of the day is over and their last meal is had, prefer to go about walking and going to the inns and so forth, and to smoke and spend their time away from the kitchen of the farmer?—Yes.

10,920. And so far as you know there is no foundation for the charge that they are worse than other young men?—No, certainly not.

The witness withdrew.

Mr. Michael Jones called and examined through an interpreter.

Chairman.

10,921. Is this (*indicating*) a statement of your evidence, and do you quite understand it?—Yes.

10,922. That is your evidence, and it is accurate?—Yes.

The interpreter read the following statement of the witness:—

"I am a farmer living at Nantfawr, Dinas, Llaniestyn, Pwllheli, and am a member of the Carnarvonshire County Council.

"Acreage of farm in my occupation, 76 acres.

"*Madryn Estate.*

"A great part of this estate was put up for sale a few years ago, and farmers were greatly disturbed in their holdings.

"I am well acquainted with the state of things as regards the treatment of tenant farmers by the landlords in this part of the country

"There has been a general increase in the rents in these places during the last 30 or 40 years.

"In my opinion the rents are a great deal too high to allow the tenant a fair chance to cope with the present state of things, and I think that a Land Court to assess the amount of rent would

Chairman—continued.

be the only remedy to put things right and just in this respect between landlord and tenant.

"I think this craving for land on any terms is characteristic of the Welshman.

"As to the statements made by the landlord during the recent depression, I think the sum returned by the owner is far too little as compared with the fall in the prices of farm produce.

"Taken altogether, I have no hesitation in saying that the prices of cattle, horses, and farm produce have fallen at least 50 per cent. in the last 10 years, and the per-centage is higher still if you take the last three years only. As an illustration, I may say that I sold two heifers in August for 3*l.* each, whilst I got 10*l.* for one such heifer some 10 years ago.

"But not only do we get less in cash for our cattle now, but we have to keep them longer in hand before we can get a market for them, and in the meantime fodder often becomes scarce, and we have to pay heavy prices for same.

"The following considerations should therefore be taken into account in estimating the distress which the Welsh farmers suffer from:—

1. A reduction of 50 per cent. in the price obtainable for his farm produce.

Chairman—continued.

2. The increased price of that produce, owing—

(*a.*) To the difficulty in obtaining a market for it;

(*b.*) To the scarcity of fodder.

"As to corn (oats and barley—no wheat), there is also another consideration, namely, that owing to the unfavourableness of the seasons of late years, the quality produced has been poor and below the market par, so that the farmer can hardly get anything for it.

"In the face of this state of things the landlords have made no permanent reductions, and have only granted temporary abatements, varying from 10 per cent. to 25 per cent.

"As to game, tenants who have lands adjoining woodland are considerably troubled by them. I myself am so to some extent. I produce a notice which the tenants of the Madryn estate got as to game at the last rent audit (*notice handed in*).

"I consider the following reforms very essential for the well being of the Welsh farmer—

(*a.*) A land court to fix a fair rent.

(*b.*) Security of tenure.

(*c.*) Security for unexhausted improvements.

"*Insecurity of Tenure.*—There are some farmers whom I know who abstain from coming forward to state their grievances, simply because they think they would offend their landlords if they did so.

"A great many sales of land have taken place in the neighbourhood of recent years, and many families have in consequence had to leave their farms and break up their homes. This has added to the farmer's sense of insecurity.

"*Improvements.*—But for this sense of insecurity I think more would be spent on land to improve it than is done at present. All the improvements in the land are generally executed by the tenant himself in my neighbourhood. I can give give instances where farms have been re-valued, and the rent raised after improvements had been executed thereon by farmers.

"*Waste Land.*—There are thousands of acres in Lleyn which are practically waste land now, but which could be made into good land if the farmer had security of the tenure of it, and of compensation for improvements executed on it. A tenant on leaving receives payment for his crops, but not, generally speaking, for permanent improvements on the farm, nor for its increased value owing to good cultivation.

"*Relation of Landlord and Tenant.*—The landlords are, generally speaking, alien in religion, language, politics, and some in race, even from the tenants, and there is but little direct communication between one class and the other. The Welsh farmer has, therefore, nothing to hope for without the intervention of Parliament.

Chairman—continued.

"*Commons.*—From inquiries I have made I am given to understand that there were hundreds of acres of common lands in this parish formerly, but they have all been enclosed now and added to the great estates around.

"*Amalgamation of farms.*—There are several instances in the neighbourhood of small farms being thrown together into one. The consequence is, inferior cultivation, less produce, and the employment of less labour. When this is the case, labourers' cottages and sometimes farm buildings are allowed to fall into decay."

Lord *Kenyon.*

10,923. What is the size of your farm?—76 acres.

10,924. What is the rent you paid?—40*l.* 10*s.*

10,925. How long have you been there?—I am there since 1851.

10,926. That is 42 years. Has your rent been raised in that time?—No.

10,927. Was your farm sold with other farms on the Madryn estate?—No.

10,928. Why?—I cannot say why. There I was, and there I am still.

10,929. Was it put up for sale?—No, it was not on the list for sale.

10,930. Could you tell me whether you think those tenants who bought their holdings on the Madryn estate were better off than you are or not?—I would not venture to buy.

10,931. Then you think you are better off as you are?—I understand so from those who have bought and who are in my neighbourhood.

10,932. Can you give me the date of the Madryn sale?—No, I cannot say.

10,933. You say that commons have been added to the neighbouring estates?—Yes, as I have been informed by tradition.

10,934. Then that is merely hearsay, you cannot give any instances?—No, except that the walls or fences speak something.

10,935. You give no instances; you really only speak from hearsay?—Yes.

10,936. You say, "All the improvements on "the land are generally executed by the tenant "himself"?—That is so with me yonder.

10,937. You say, "I can give instances where "farms have been re-valued, and the rents raised "after improvements." Will you give those instances?—Hirdre on the Cefn Amwlch estate. I cannot think of another instance just at this moment.

10,938. You say that thousands of acres in Lleyn are practically waste land. Have they been cultivated and lapsed into waste land?—Most of them appear not to have been under cultivation at any time.

10,939. What do they require, is it draining or what? What sort of land is it?—I do not consider all the waste lands common.

10,940. I am not asking about commons, I ask what sort of land it is?—It is level for the most

Lord *Kenyon*—continued.

part; a good part of it is level, but it produces long grass.

10,941. What would be the best thing to do, to drain it or what?—In the first place if you wish farmers to do it, you ought to give them some security.

10,942. But I want to know how it is to be done, without considering whether it is done by the landlord or by the farmer?—Clear the land first of all.

10,943. Then you think it would pay for cultivation?—Oh yes, a good part of it.

Mr. *Brynmor Jones.*

10,944. Do you know a good many of the tenant farmers of your district?—Yes, in my own neighbourhood.

10,945. Do you know something of their circumstances from conversations which you have had with them?—Yes, I had a little.

10,946. Is it true to say of them, as has been said of farmers in districts of Merionethshire, that they find that their life is a struggle to pay rent?—Yes, under the present circumstances at any rate.

10,947. Do you think that many of the men whom you have talked to, many of the men whom you know who are farming land, are able to save any money or have been during the last few years able to save any money?—It is impossible.

10,948. You have been good enough to suggest some remedies to improve the relations between landlord and tenant, do you think that many of the tenant farmers or most of the tenant farmers agree with you in desiring those remedies?—I believe so.

Mr. *Griffiths.*

10,949. How do you explain that farmers are in terror of losing their farms?—We as Welshmen crave land greatly; we have a sort of craving for land.

10,950. Why do you do so?—The landlords somehow or other occupy a higher position than we do, and we are afraid of offending them; perhaps there might be something in me to attain it. There is something like this in it; we measure every one by his own measure.

10,951. Is that the reason why so many have bought their holdings?—Yes, they prefer some kind of security than to be as they are.

10,952. You say that some of them have the money to pay for their holdings?—It is very likely, but I do not know where they get the money; they did not get it from the land.

10,953. Much of it was borrowed, I suppose?—It is very likely.

10,954. Those that had money, do they farm better or worse than the tenant farmers around them?—They farm better. I have evidence of that near me.

10,955. How are we to reconcile that with what we have heard elsewhere. We have heard elsewhere that they farmed rather worse if anything?—I am not going to pretend to reconcile the two; I only mention what I know.

Mr. *Griffiths*—continued.

10,956. Will you kindly name those that you know that do farm well?—By me, on my borders, there is a part of the Madryn estate, you would scarcely recognize or know the place since the time it was sold, and that a very short time.

10,957. Is it better or worse?—It is far better.

10,958. Then you look alone to Parliament to remedy these things, do you?—Yes, I do.

Mr. *Richard Jones.*

10,959. You say in your evidence that owing to the seasons you are not able to command the same price for your oats and your barley. Have the seasons affected you in other ways?—Yes, even with my stock.

10,960. In what way?—More sickness with my stock in wet weather, and damp weather as well, and storms—during wet weather and storms.

10,961. Do you think the herbage is as rich now as it used to be?—Not this year, at any rate.

10,962. Did you have any losses in sheep during the last year?—I did not.

10,963. Had you any sheep?—Oh yes, I had sheep. I do not speak for anyone except myself.

10,964. Do you know of any one?—Those about me at Penllerch and the lower part of Edeyrn; Edeyrn being a parish or district.

10,965. You mention that the landlords have not taken this into consideration in making abatements?—I would think so, seeing that the abatements are only 10 per cent. That is only my own feeling on that point.

10,966. How many labourers do you employ in your place?—I work myself, and I have a permanent servant, and another servant occasionally.

10,967. Suppose you charged for your own labour and the labour of your own servants, the permanent one and the casual one, what would your labour bill be in a year?—Am I to charge for food?

10,968. No, exclusive of food?—I must get 50*l.* for myself and the servant, and that is very little to——

10,969. I simply want to know your opinion, because I see the opinion of another person has been quoted, and it states that 1*l.* for every 1*l.* of rent would be considered an average, and according to that your labour would be 10*l.* higher than the rent?—Yes.

Lord *Kenyon.*

10,970. According to that, either you have got too much labour or too little rent?—No; well I have got nothing to do but say how matters are.

Professor *Rhŷs.*

10,971. Did you say that you knew of thousands of acres or hundreds of acres of land that could be reclaimed?—Thousands of acres in Lleyn.

Professor *Rhŷs*—continued.

10,972. And the tenants would reclaim it if they had security of tenure?—I cannot say that, but I should say it could be done.

Mr. *Griffiths.*

10,973. Do you know of any land in this neighbourhood that makes you think that the Lleyn people would cultivate that unredeemed land?—Oh, yes.

10,974. On the mountain sides?—Yes, and on the lowlands too.

Mr. *Seebohm.*

10,975. Do you think it would pay a good rate of interest on the outlay?—Oh yes, provided the rent was not too high.

Mr. *Griffiths.*

I will read this extract from Mr. Lleufer Thomas's Report to the Royal Commission on Labour. Speaking of the farmers of the Pwllheli Union, he says: "They take a more "active part in farm work than their Anglesey "brethren, and there is not in the district that "social gap separating the labourer from the "farmer, which I observed in the Anglesey and "the Ruthin Unions. Their thrift and industry "is evidenced by the way in which they have "brought into cultivation the rough land on the "mountain sides, adding year by year to the "cultivated area a strip out of the waste land "of the farm, using for the purpose the spade "where the plough could not be worked."

Chairman.

10,976. I have two or three questions put in. Mr. Owen Wynne asks: "What amount of stock "do you keep, cows, sheep, and so forth"?—I used to keep seven cows, two horses, and about 15 to 18 sheep.

10,977. "Do you know one instance of a "tenant declining to give evidence for fear of "his landlord? If so, will you give his name"?—No; I know of several, but I cannot give the name of any.

10,978. Question by Mr. Vincent: "In what "districts are the thousands of acres of land "reclaimable you name?—You start at Four Crosses, and then you might go there to Lleyn, and so on. There are hundreds of acres in the neighbourhood of Carn Madryn which might be well cultivated, just as they cultivate the sides of mountains—good land.

10,979. Question by Mr. Vincent: "There are "three farms called Hirdre on Cefn Amwlch; "which of them do you mean"?—I refer to Hirdre in the occupation of Morris Roberts.

10,980. Another question by Mr. Vincent: "In relation to land hunger, I understand that "the son of a deceased tenant usually succeeds. "Will you tell me what usually becomes of the "other sons of the farmer, if he has any; what "sort of occupations do they pursue"?—When the deceased farmer has children or other sons, some go to sea and some go to mountain.

Mr. *Richard Jones.*

His answer simply implies a general scattering.

The witness withdrew.

Mr. JOHN JONES called and examined (through an interpreter).

Chairman.

10,981. This statement (*indicating*) is your evidence, and you have corrected it as explained to you in Welsh?—Yes.

The following statement was then read by the interpreter:—

"I am a farmer living at Penrhyn Ydyn, Llanfihangel bachellaeth and Llanbedrog, and the acreage of my farm is 120 acres. Rent, 125*l.*

"I am considerably troubled by game. The landlords around me are game preservers. They farm the game and let them to different people, who of course make the best they can out of them.

"The consequence is that they do considerable damage to my fences and to my crops and pasture.

"I have seen scores of pheasants on my corn at one time, and during a late season, when my corn was on the ground for a considerable time, the damage was a very serious matter.

"The gamekeepers are very strict, and they used to give me strict orders not to lay so much as a trap within a yard of the boundary fence of the woods.

Chairman—continued.

"I remember on one occasion setting a man to repair a fence which the rabbits had pulled down, and as he was finishing at one end the keepers with dogs and ferrets were ripping it up at the other end. My fellow tenants complain of exactly the same thing.

"This is a very general and a very serious grievance in these parts, but as a rule it is of no avail for farmers to complain.

"I made some complaints to the agent once, and they told myself and two or three others to send in our bill. We sent our joint bill in to the man who had the shooting, but never heard anything more about it.

"The Ground Game Act of 1880 is practically worthless to the farmer. Very few farmers care even to have a gun in their possession, lest their masters should suspect them of having designs on the game.

"Latterly the Madryn Estate was thrown into Chancery, and the receiver has given us a notice that unless we signed a paper giving up our rights to the rabbits, they would not make us any abatement in the rent.

"Speaking generally, I say that the condition of the Welsh farmer is most unsatisfactory.

"I would like to speak more particularly of the lack of security.

Chairman—continued.

"Generally speaking all improvements on the land are executed by the tenant; the landlord never touches the land.

"Rents have been raised considerably throughout the district during the last 50 years.

"Notwithstanding the distress that prevails amongst farmers of late years, owing to the fall in prices and depression in trade, there has been no reduction in the rents but abatements varying from 10 per cent. to 25 per cent. have been granted."

Lord *Kenyon.*

10,982. What estate is your farm on?—The Madryn estate.

Mr. *Seebohm.*

10,983. You spoke about the estate being under a receiver of the Court of Chancery?—Yes.

10,984. You do not find the receiver of the Court of Chancery a better landlord than a private landlord would be?—No, not as good.

10,985. Is it not the fact that a man who is bound to keep within the law strictly must be a worse landlord than a man who, if he has kindly feelings, can make concessions to his tenants?—I prefer living by my landlord, so as to be able to go and state my grievances to him.

10,986. Would you rather be under a land court than under your landlord?—No, I prefer being under a landlord.

10,987. There would be some danger that the land court would have to keep within the lines of the law, and might be obliged to be more harsh than your landlord would?—Yes, according to what I think.

Mr. *Griffiths.*

10,988. Do you object to game farming?—Yes.

10,989. Why?—Because it incurs great losses.

10,990. Would you not like to rent the game yourself from the landowner?—I did not complain so much when my own landlord came down to shoot, but I did when another made a profit from it by rearing game on the farm for profit commercially, when he reared about 400 yearly.

10,991. What difference would it make to you whether it was the landlord or anybody else?—I should think my landlord would make some effort to give me compensation, but as for the man to whom the game is let, he tries to make profit from the farm, just as I do.

10,992. Why did not you enter an action against that man, whoever he is?—We did, within these last six years, but another one has taken it now. I and Mr. Owen Williams, and Mr. John Jones, went to Mr. Pughe Jones and Mr. Edwards the agent, and they directed us to send our bill to the gentleman who reared game yonder.

10,993. What became of the bill. Did he pay it?—No.

10,994. Why did you not insist upon having the amount of damage done?—He went away just at the time from yonder.

Mr. *Griffiths*—continued.

10,995. Are you aware that you had an equal right to the rabbits as he?—Yes, I had, but I had not the same means for catching them as he had.

10,996. What do you mean by that?—Because he kept men simply in order to catch the game.

10,977. Is it true, because you would not sign the agreement giving up your rights to the game, that you could have no abatement of rent?—I could not say. They refused to pay 2*s.* abatement in the pound.

Mr. *Brynmor Jones.*

10,998. You answered a question which Mr. Seebohm put to you about the difference between having a receiver of the Court of Chancery as landlord and an ordinary landlord. Do you know anything about the powers of a receiver of the Court of Chancery?—No, I do not. I think I replied the other way.

10,999. I thought you did not understand the question. However, you do not know what the powers of a receiver are?—No, I do not.

11,000. With regard to Mr. Seebohm's suggestion as to the difference of treatment by a land court placed over you, and the treatment you would expect to receive from a landlord, you gave an answer to that?—Yes.

11,001. I want to put this case to you. Supposing your landlord said to you, "I am going to "raise the rent 10 per cent., and I consider that "the rent so raised will be a fair rent," and suppose you say to him, "No, if you raise the rent "it will not be a fair rent, and I cannot pay it," supposing the landlord then gives you a notice to quit, do you think it would be a desirable thing for you to have a Court of Justice to go to to settle between you and your landlord what was a fair rent—whether the 10 per cent. rise was or was not fair?—Yes, if the rent was too high.

11,002. (*The question was repeated by the interpreter.*)—Yes, it would be a very good thing that the tenant might have fair play instead of many farmers running against each other to ruin the tenant.

Lord *Kenyon.*

11,003. Have you got any agreement?—No.

11,004. Then I imagine that you have got the game?—No, the game is not mine. The game has been let to a gentleman.

11,005. But if the landlord has not retained the sporting by agreement, you have the right to the game, I understand?—No, there is no sort of agreement between me and my landlord as to the game.

11,006. Then I think the remedy lies with you. I will not venture to interpret the law, but I venture to think that if the right to the sporting is not retained by the landlord in his agreement you would have the right to the game.

Professor *Rhŷs*

11,007. Have you read and studied the Agricultural Holdings Act?—No.

Professor *Rhŷs*—continued.

11,008. You do not know what your right is according to that Act ?—No, I do not.

11,009. Are many farmers, like yourself, gnorant of its provisions ?—Yes.

11,010. We have been told the other day that the farmers here know perfectly well what is in these Acts of Parliament that relate to their interests ?—I believe that there are very many who do not know anything.

11,011. You do not think that statement is at all true, do you, as a general statement ?—No, not as a general statement. Quite to the contrary.

Chairman.

11,012. I have two or three questions handed up. Mr. William George asks: "Your landlord "has always treated you as if the game were "his ?"—Yes, it has been let to another gentleman several times.

11,013. Mr. Pughe Jones asks: "Has your "rent ever been increased during the last 40 "years ?" No, I do not think so. It is just about the same.

11,014. Mr. Pughe Jones asks again : "Have "you not had the rabbits for years ?"—Yes, except when the farm was let to that gentleman from Llanbedrog who had them jointly with me.

11,015. Who held "it" ?—Who held the shooting.

11,016. "Has there been any interference "with you on taking the rabbits" ?—No, not at all, except warning me not to set traps or wires within a yard of the hedge of the woods where the bulk of the rabbits were.

Chairman—continued.

11,017. "Was any loss or damage suffered by "you from game except during Mr. Angerstein's holding" ?—Oh, yes, I have had a little loss every year, but I did not feel it so much as during that time when the game was being reared yonder.

Lord *Kenyon.*

11,018. How long did Mr. Angerstein have it ?—Three or four years, but he had taken the shooting for seven years, only he went away before.

Chairman.

11,019. Mr. William George asks: "Who let "the game and received the rent for it, you or "the landlord" ?—My landlord.

The Witness withdrew.

Chairman.

It may be for the convenience of gentlemen that I should state that the Commissioners have decided to meet again on the 4th, 5th, 6th and 7th of October, when we hope to finish Merionethshire. From the 9th to the 14th of the same month we propose to go to Llangefni for the whole of the Isle of Anglesey. Then, as we are given to understand that the landlords have now been able to get their evidence together, we propose to go back to Glamorganshire, which we visited before, and which we were unable to visit on account of the landlords' evidence not being ready ; we shall go there the week commencing October 30th.

Mr. RICHARD WILLIAMS called and examined (through an interpreter).

Chairman.

11,020. This statement (*indicating*) is your evidence, and you have corrected it as explained to you in Welsh ?—Yes.

The following statement was then read by the interpreter :—

"I live at Bodgadle, Pwllheli, and I wish to speak as to the farm of Erwsuran, Penmorfa, near Portmadoc.

"My father took this place in 1820, and at that time the acreage was 300 acres. Rent 100*l.*

"Half of the farm is poor land and rocks. My father improved the farm by walling, draining, and cultivating the land, as well as other ordinary repairs on buildings, to which it is right to say that the landlord contributed.

"My mother and self were co-executors after my father's death, and for eight years there was no change, when my mother also died, and I became sole tenant. I then was tenant for 16 years, and there was no change in the rent for 12 years, at the end of which term it was advanced to 150*l.* Mr. J. H. Roberts, clerk of the peace (Carnarvonshire), who is the owner of two-thirds of it, and it was worth that money.

Chairman—continued.

After then I was losing money every year, and I gave notice to quit as soon as I got a farm to suit me. About 10 years before I left I spent 50*l.* in rebuilding a cowhouse without getting a penny. When I left I did not get anything for the improvements my father and self made upon the farm. Owing to the improvements we made, I consider we have it by about 20*l.* a year.

General remarks.

"The small cottages are allowed to go to ruins by the landlords. They refuse to repair them, so many of the best labourers leave us for the quarries and the towns. What we want is security for our tenements and payment for the improvements we execute.

"I give this as a statement of facts, and not as a complaint against my landlord."

Lord *Kenyon.*

11,021. Did you make any application for compensation ?—No, I did not.

Mr. *Griffiths.*

11,022. Did your landlord build or drain on any of your farms ?—No.

Mr. *Griffiths*—continued.

11,023. You say that the best labourers leave?—Yes, they leave for the quarries, and go away to better places.

11,024. Old people and young lads are the only ones employed on the farm?—No, it is not quite so. A man who has worked on a farm for 30 to 35 years feels some interest in that farm, and when the rent of the farm is too high he loses heart.

Mr. *Griffiths*—continued.

11,025. What year was the rent raised?—13 or 14 years ago.

11,026. Who do you expect to give you the security you demand?—My landlord.

11,027. (*Question repeated*).—I do not know, unless my landlord gives it, or a Land Court.

The witness withdrew.

Mr. ELLIS WILLIAMS called. Examined through an interpreter.

The following statement of the witness was read.

See 12,338–12,392.

11,028. "I now live in a small farm called Glyddyn. I have been living there for the past 10 years. My father was a mason and I have been working as such all my life.

"I have been working for 25 years on the Glynllifon (Lord Newborough's) estate, and used to reside at Abererch. I was brought up at a small place called Penrhyn Huddygl, which lies between Tanycoed and Broom Hall near Abererch. I was the eldest of 14 children.

"When my father went to Penrhyn Huddygl to live (about 67 years ago) the house was one built of mud and roofed and thatched with straw. The rent was 2*l.* a year. But as my father was a mason he built a new house at Penrhyn Huddygl entirely at his own cost. The old mud house was falling down. I helped him. I had previous to that time been working as a mason with my father and had earned 10*l.* whilst improving the Pwllheli Embankment. This was the first instance of my saving my earnings. However, as my father was building a new house, I gave him the money to carry on the work. I never received a penny of them back, neither did my father get compensation for his work. My father also put a slate roof over a stone building, converting it thereby into a barn and cowhouse. He never was compensated for this nor for the carrying of several loads of stones, &c. for the works.

"Soon after this my father had five acres of uncultivated land in addition to the house and his rent was increased to 6*l.* a year as the five acres mentioned were let to my father along with the house. The rent of the other land from which this was taken being at that time 7*s.* 6*d.* an acre.

"Immediately we got possession of these five acres we set to to enclose and improve the land. We ploughed, drained, and gave it lime. We had great work in draining and cultivating. We paid for carrying scores of loads of stones to make a main drain which ran through the land. We had the stones at Penarfynydd Bach and Rhydynog, and paid 6*d.* a load to the carter for carrying them.

"We paid the rent to Mr. Owen Evans regularly. Because of something or other (I believe it was our pigs trespassed on Ty'n Coed, the adjoining farm), Mr. Evans got angry with my father and gave him a notice to quit. The effect of this on my father was that he never afterwards walked a healthy step. He saw his labour and money spent in vain. Dr. Williams, Talarvor, said that his heart was so upset that he would never be the same as before.

"My father was allowed to remain there afterwards, and my mother lived there with my brother Owen for about four years after my father's death. But Mr. Owen Evans deprived my brother of the land and only let him the house and garden at 4*l.* rent.

"The land is now part of Tynycoed, a place farmed by Mr. Owen Evans, the landlord himself. He gave no compensation to our family for their work and money expended, when the land was taken from my brother Owen Williams. The house was held by my brother Owen for several years, and he paid the rent to Mr. Evans himself at Broom Hall. When my brother Owen complained that the rent was too high, having regard to the fact that the house was built by our father and that the rent was formerly only 2*l.*, Mr. Evans replied that in future Owen Williams would have to pay to the steward at the "Black Lion." My brother re-married and left the place for "Rhosydd." Every effort was made that his eldest daughter, who was just married, might be allowed to take the house. I promised, inasmuch as the place was my old home, to become responsible for everything, but Mr. Evans said that his son, Mr. Lloyd Evans, wanted the house for his gamekeepers.

"Now Mr. Evans is reaping the benefit of the improvements executed by my father and myself, and one of his men lives in the house built by us, but we never received anything in respect of such improvements.

"My father, by his will, expressed a desire that I should live in the house to keep up the old home for my mother. I went, with my mother, after my father's death, to see the landlord, and showed him the will, I told him that I would probably take care of my mother even if my father had not mentioned it in his will. After my mother's death the land was taken away."

Sir *John Llewelyn.*

11,028*a*. Did you ask for a lease?—Mr. Evans could not afford to give me a lease then.

Sir *John Llewelyn*—continued.

11,029. Do you say Mr. Evans had no means to give you a lease then?—Mr. Evans was a tenant at Tynycoed when my father was building the house.

11,030. Did you attempt to get a lease?—No, I did not.

Mr. *Griffiths.*

11,031 Would you kindly give us the conversation that passed between you and Mr. Owen when you went to retake the house?—I asked for it for my brother's eldest daughter, and Mr. Evans said that Mr. Lloyd Evans wanted the house for his keepers.

11,032. How was the rent fixed at 4*l.*?—Mr. Evans himself did that with my brother.

11,033. What did he tell him?—"I am not "doing any injustice with you, Owen. How "much do you get for your couple of houses in "Llanbedrog?" "4*l.*," said Owen.

11,034. What was the difference in the houses?—This difference, that my father and myself built Penhrynhuddugh, every stone at our own expense, and my brother built these houses at his expense.

Mr. *Brynmor Jones.*

11,035. Have you talked to other farmers in the neighbourhood often times about rents and so forth?—Yes.

Mr. *Brynmor Jones*—continued.

11,036. What do you find in conversation with them—do you find that they complain that their rents are too high?—Yes, according as the market is now it is very difficult for everyone to pay the rents.

11,037. Before the recent depression did the tenant farmers in this district that you know find it difficult to pay their rents?—Some had and others had not.

11,038. What do say with regard to the majority?—It is a general complaint throughout the country.

11,039. Were the farmers in those days, even in days when times were much better than they are now, able to save anything with which to pay their rent?—I was a mason then.

Lord *Kenyon.*

11,040. You said just now that Mr. Evans could not afford or was not in a position to grant a lease. Was Mr. Evans a tenant farmer then?—Yes, he was a tenant then, but he would do his best as another neighbour to my father.

11,041. Then how did he become a landlord?—He married the heiress of the Broom Hall estate.

Chairman.

11,042. This is a question put by Mr. Vincent. "How long ago was the house built"?—The house was built in the year 1840.

The witness withdrew.

Mr. Brynmor Jones here took the chair.

Mr. David Jones called. Examined through an interpreter.

The following statement of the witness was read:—

"Mr. David Jones, Brynllefrith, Llangybi, farmer.

"I wish to speak more particularly as to the political persecution of their tenants by the landlords.

See evidence of next witness.

"I was a tenant of Mr. Ellis Nanney in the year 1868.

"I held the farm called Brynllefrithbach.

"My family had held this farm for generations like the majority of my co-tenants.

"I was a Liberal in politics, and when the election of that year came, great pressure was brought to bear on me to induce me to promise to vote for Mr. Douglas Pennant, the Conservative candidate.

"My landlord, Mr. Ellis Nanney, came here once and his agent twice, to press me to vote for the Conservative candidate, but I refused to do so. I remember well the last occasion the agent was with me. After trying to pursuade me for a long while, and finding it was of no use, he got up suddenly and went towards the door. Having got towards the door, he turned back again and said, 'I can assure you, David 'Jones, that it would be better for you to do as 'we ask. I cannot say at all what may happen 'after this.' I said I would not go, but that it was a matter of conscience with me. He thereupon went out.

"The election took place late in November 1868.

"The great question before the country then was the Disestablishment of the Irish Church.

"The very first opportunity afterwards, in common with all other tenants in these parts who had voted for Mr. Jones Parry, I received notice (I can put in that notice) to quit the farm. Some received them there and then and some afterwards.

"In a fortnight or so after receiving the notice I went to the agent.

"He said he could not do anything for me as I was a tenant of Mr. Ellis Nanney, junior, for whom he did not act on that day, and in that case, he wanted me to go there on a certain day and meet the landlord himself.

"I went there, but Mr. Ellis Nanney was not at home on the day fixed.

"The agent saw me and said that he had consulted Mr. Nanney and that Mr. Nanney had been obliged to go from home, but he said I should get the farm again upon signing an agreement to retake it, which I did. I never got a copy of this agreement. I had no agree-

ment before. He told me not to make any fuss about the matter, as the notice was given only just to show who the master was.

"I said that I admitted that by paying the rent, but that voting was a matter of conscience. He made no reply to this.

"Finding that the other tenants who had also received notices were being gradually cleared out, I bought a small place close by which we could have to go to in case of emergency.

"After completing the purchase I went and informed the agent of it and said I had no intention of leaving my old home if they would let us stay on the same. He replied that there was not the slightest intention of turning us out. But the very first opportunity afterwards he gave me a notice to quit.

"After receiving this I expostulated with him and told him that it was now too late for me to build a house on the bit of land I had bought to go to in May.

"He promised to see Mr. Nanney once more, and after a good deal of pressure I was allowed to remain another half a year. No reason was ever given for turning me out. In fact, the agent positively refused to give me any reason. I heard for the first time that Mr. Ellis Nanney was a candidate for a seat in the County Council, but the reason for turning me out was that he (Mr. Nanney) thought I could not do justice to his farm and the bit of land I had bought.

"Brynllefrithbach was only 31 acres, and the land I had bought 18 acres only, and both nearly adjoining tenements with a road connecting the two.

"Neither the public nor myself ever believed that my eviction was due to anything but revenge for my action in the election of 1868.

"Looking back over that time to the present day I find those who then received notices have since almost without exception been cleared off the estate on some pretext or other.

"I had effected considerable improvements on the farm in walling, reclaiming bog-land, draining, building, &c.

"All the compensation received in respect of all this was 22*l.*, and this was paid some two years after I had left.

"The rent originally was 16*l.* 16*s.* in my father's time. But after my father had begun to improve it, the rent was raised to 20*l.* when Mr. Nanney's predecessor bought it.

"About the time I left, it was re-valued and the rent was raised to 25*l.*, that is an increase of 25*l.* per cent.

"I consider that the improved value of the farm was due entirely to the improvements I had executed.

"I consider that I increased by my improvements the freehold value of the farm to the extent of from 200*l.* to 300*l.*

"Suggestions for improvements of Land Laws:—

"Security for improvements.

"Security of tenure.

"Provision by means of a land court for fixing a fair rent.

"I think also the burdens on land should be lightened by the utilisation of the tithes for local and national purposes.

"I consider that farming has considerably deteriorated of late years, that is, the improvements are not executed on such an adequate scale, and the reclamation of waste land is not carried on as formerly for fear of having no compensation.

"I go about a good deal and have had an intimate knowledge of the country around, and I am strongly of opinion that the farming is of a very indifferent character. I attribute this to the sense of insecurity existing owing—

"(1) to the evictions of 1868.

"(2) to the sales of land which have since taken place.

"I have seen the Gwynfryn Estate agreement of tenancy, and consider it unsatisfactory in many respects.

"The tenants are too much afraid of their landlords to come here and speak out openly before you to-day.

"There is no co-operation of any sort amongst farmers in these parts, the reason being that they have been rendered timid by the masters' high-handed conduct towards them, and mistrust one another.

"It is a matter of life and death almost for the Welsh farmer to retain his farm, as if he loses that which he has, it is practically impossible for him to get another in Wales, and it is out of the question for him to go to England where the language and life are so different from ours.

"In the first place, as to clause 4 of the agreement, I think it is unjust that the tenant who has only a yearly interest should have to bear the brunt of the expense of repairing buildings, and doing other permanent work on the farm without being entitled to compensation.

"As to improvements under clause 13, I think this proviso most inadequate. I consider that the tenant ought to be allowed compensation for general improvement in the condition of the farm, and that the compensation for specific permanent improvements ought to extend over a considerably larger number of years, *e.g.*, drains if properly made will do their work at the end of 50 years' time. This I can prove from my own experience. My opinion is that it is not right to tie valuers down to any specific number of years, but that they should be allowed to use their own discretion to value the improvement as it then stands, and at its then market value.

"I also consider the principle upon which compensation for drains is payable erroneous.

"As to clause 19, I consider it unfair that the tenant should in the last year be made to quit on the 1st of February, whereas the custom of the country allows him to stay on until the 25th March.

"And generally I say that it is not right to tie the tenant down to a specific course of farming, as is done here. The farmer himself ought to know best how to farm, and he should

only be subject to a general prohibition against bad farming.

"I know that there was considerable objection amongst the best farmers to sign this agreement, but they had to do so or leave their farms.

"As to the reservation of some fish and wild fowl under clause 10, I consider it unjust that the landlords should reserve this unrestricted right for themselves 'and other people' to hunt these on the tenant's land. Tenants suffer considerably from the game, and all the more so because they dare not show any displeasure, especially on this point, which is a sacred one with the landlord."

Mr. *J. M. Griffiths.*

11,043. If I rightly understand, you had some 22*l.* from the landlord for the repairs, did you not?—Yes, that is the sum I received.

11,044. You consider that you had spent 300*l.*?—I consider that I had spent at least from 200*l.* to 300*l.*

11,045. How do you account for farming deteriorating in this neighbourhood at present?—Because I believe from what I know of the country that there are not so many permanent improvements being carried on.

11,046. Why are there not so many permanent improvements being carried on?—It appears to me, so far as I am able to believe, that there is a want of confidence between the farmers and the landlords, and because the farmers have no security that there will be a sufficient compensation for their improvements.

11,047. Is that the reason why so many of them buy their farms?—The chief reason why farmers buy their farms is because the hereditary estates are being sold, and the farmers prefer buying their own holdings, if they possibly can in any way, than to lose their homes.

11,048. Can you give the date at which you and the other farmers were asked to sign this agreement?—I was not on the estate at the time when that agreement was signed, so that I am not able to give the date.

Mr. *Brynmor Jones.*

11,049. In the margin there is the following statement: "I heard for the first time Mr. Ellis "Nanney was a candidate for a seat in the "County Council, but the reason for turning "me out was that he, Mr. Ellis Nanney, thought "I could not do justice to his farm and the bit "of land I had bought"?—Yes.

11,050. May I ask if the fact of Mr. Ellis Nanney coming out as a candidate for the County Council had anything to do with turning you out of the farm?—This is how the question arose At a meeting in connexion with the election to the County Council somebody asked a question about me (I was not present at the time) with regard to my eviction from Brynllefrithfach, and as it was told to me the reason why I was evicted was because I could not do justice with my own property as well as his.

Mr. *Brynmor Jones*—continued.

That is all I have to say on that question so far as I know now.

11,051. That is not a direct answer to the question. I asked whether the probability of Mr. Ellis Nanney coming out as a candidate for the County Council had anything to do with turning you out from that farm?—Nothing at all, because I had been turned out of my farm some few years before that.

11,052. Will you state in what years your rent was first advanced?—The rent was raised the first time before the sale of the Plashên estate.

11,053. About what year?—About the year 1844.

11,054. Was that the time it was raised from 16 guineas to 20*l.*?—No. I was young then, and I am not quite sure to what extent the rent was raised at that time.

11,055. When was it raised from 16 guineas to 20*l.*?—The rent was raised from the time the estate was sold. I am not quite sure how high the rent was raised on the valuation of the estate before the estate was sold, but when it was sold the rent was raised above that which was the rent before to 20*l.*

11,056. When was it raised from 20*l.* to 25*l.*?—The time I was obliged to leave the farm in 1878.

11,057. Has there been a good deal of property changing hands in this neighbourhood?—Not so much extra; there has been a good deal during my lifetime.

11,058. How do you think it has affected the question of rent?—The buyer wanted so much interest on the money or the capital which he expended on the farm.

Mr. *Seebohm.*

11,059. Why do you object to the clause in this agreement fixing the time of entry of an incoming tenant as the 1st February?—For this reason; mainly because it is the time in this neighbourhood of Eifionydd to enter a farm on the 25th March if he is removed from one estate to another estate. But if he removed from one holding on a particular estate to another holding on the same estate, then my objection loses force.

11,060. Is not the effect of the entry on the 1st February that the incoming tenant does his own ploughing?—That would be beneficial to the incoming tenant, but in my opinion it would certainly be a loss to the outgoing tenant.

Professor *Rhŷs.*

11,061. I understood that you bought a small piece of land because you were afraid of being disturbed in your holding?—It was so.

11,062. Buying land under those circumstances would tend, would it not, to make you pay a higher price than you otherwise would do for a piece of land?—It would appear so at any rate; at least I bought the land when land was very dear in the year 1876.

11,063. So you would say, as I understand you, rightly or wrongly, that the insecurity of

Professor *Rhŷs*—continued.

tenure tends to make those who buy their own land offer too much for it?—As the circumstances are, so it will be, so far as I understand the question.

Mr. *Seebohm.*

11,064. I want to ask one more question with reference to the hardship of tenants being obliged to, or being induced to, leave after the election of 1868, on account of the way in which they voted. Would you say that after the Ballot Act there is now no longer a great grievance to be feared upon that point?—The pressure on an elector in canvassing is so great that the Ballot Act is practically ineffective, and the belief is that the elector will not derive that benefit from the Ballot Act until canvassing is abolished.

Mr. *Brynmor Jones.*

11,065. A question by Mr. Vincent, "Will you "name the agent who threatened you, and say "if he is alive?"—The late Mr. Evan Parry. He has been buried many years ago.

Mr. *Brynmor Jones*—continued.

11,066. A question by Mr. Evans, "Did not "you buy a farm of your own, and did not "Mr. Nanney's agent tell you you might choose "whether you would farm your own farm or his, "but that he could not have you moving produce "from one farm to the other"?—He did not.

11,067. A question by Mr. William George, "Did Mr. Ellis Nanney give any reason for "evicting you until the recent County Council "election."?—Not at all.

The witness withdrew.

Mr. *Brynmor Jones.*

The Commissioners did not propose to take Mr. Ellis Nanney's evidence at length to-night, but it has been intimated to me that Mr. Ellis Nanney would like to deal with the statements of this witness at once. Mr. Ellis Nanney may do it exactly as he likes. Either he may reserve what answers he wishes to give to the statements of this witness till to-morrow, or he may give evidence with reference to this point now.

Mr. ELLIS NANNEY called and examined.

See above.

Mr. *Brynmor Jones.*

11,068. I think you were in the room when Mr. David Jones gave his evidence, were you not?—Yes.

11,069. And I understand that you desire now simply to make a statement as to the portions of his evidence that affect your conduct, or alleged conduct?—Yes.

11,070. We shall be glad to hear anything you like to say upon that if you please?—Yes. Simply that in 1868, so far as I remember, I asked him if he would see his way to vote one way, but I did not use pressure. I am speaking from memory.

The interpreter translated this answer into the Welsh language.

Mr. *David Jones.*

May I be allowed to say something now?

Mr. *Brynmor Jones.*

11,071. No. (*To the witness.*) Is that all you wish to say? Do you wish to state the substance of the conversation that you had?—Well, no, I cannot remember it all this time back. I may say myself that I have asked a great number of people if they could see their way to vote in a certain way, but I have never put any pressure upon anybody, because I knew I had no right to.

11,072. I do not find that he alleges any improper pressure from you before the election?—I understood from him that that was so. I may be wrong; I am subject to correction at your hands.

11,073. He says, "My landlord, Mr. Ellis "Nanney, came here once, and the agent twice,

Mr. *Brynmor Jones*—continued.

"to press me to promise to vote for the Con-"servative candidate."—Yes.

11,074. What was the nature of it? Did you simply canvass in the ordinary way, do you say, or what took place?—That was so.

11,075. Then you were not present when the agent had the second interview with him?—The second interview?

11,076. There were two interviews with the agent, and one with you, according to this gentleman's recollection?—I had personally one, so far as I remember, not another I believe.

11,077. It seems that notice to quit was given shortly after the election. That is what he also alleges?—Yes, I do not remember it myself.

11,078. Here is the notice to quit (*handing same to witness*)?—Yes.

11,079. Have you any remark to make with regard to that notice? What is the date of it?—The 28th day of September.

11,080. Will you put it in?—Yes. With reference to the signature to this, I cannot swear to that being my writing.

11,081. You are not upon oath, of course. Have you any reasonable doubt that this is a notice issued by you and signed by you?—Of course, my then agent is dead.

11,082. But that purports to be your signature. What is the date of the notice?—It is dated the 28th day of September 1869.

Professor *Rhŷs.*

11,083. What is the date of issue of that notice?—I have read the whole thing, it is a notice to quit on the 25th of March 1869.

The following notice to quit was read:—

"To Mr. David Jones, farmer. I do hereby give you notice that you must quit and deliver up the quiet and peaceable possession of all the messuages, tenements, lands, and premises which you hold under me, situate, lying, and being in the parish of Llanarmon or elsewhere in the county of Carnarvon, at or upon the 25th day of March now next ensuing, or whenever else your present year's holding expires. Whereof you have this notice dated the 28th day of September 1869, from your landlord, H. J. Ellis Nanney."

Mr. *Brynmor Jones.*

11,084. It has been also stated that other notices were sent out to other tenants?—By whom?

11,085. About the same date?—To my tenants?

11,086. Yes, some then and some afterwards?—I do not remember them.

11,087. I am only trying to refresh your memory?—Will you allow me to explain?

11,088. Yes?—I owned the Plashên property then, not the Gwynfryn property. I came into the Plashên estate in 1866 on my coming of age. I did not own the whole property. I do not remember any on the Plashên estate.

11,089. That, I take it, is what you wish to state?—That is so.

11,090. Have you any further information to give bearing upon the evidence of Mr. David Jones?—No, except that the agent of that time is dead, and I do not know what took place between Mr. David Jones and the agent.

11,091. I might perhaps ask you this question, why a notice to quit was given, the notice to quit that is put in and signed by you?—That notice to quit in 1869, do you mean?

11,092. Yes?—The reason why he had notice to quit the farm was that he bought this other piece of land.

11,093. But there is a notice to quit in 1869. He did not buy the other piece of land till long afterwards, as I understand his evidence?—That is so. As I said before, I do not remember doing that, and what took place took place between him and my land agent.

Mr. *Griffiths.*

He stated that he took it under agreement at that time.

Mr. *Brynmor Jones.*

It may be so, but this is Mr. Ellis Nanney's own handwriting at this time. I do not wish to press him any more than as to what he knows about this estate.

Witness.

I really cannot tell about this handwriting; it does look like mine. I can only say that I do not remember it.

Mr. *Richard Jones.*

11,094. What was the explanation offered by you with respect to the other notices; I did not hear very well?—The other notices?

11,095. The other alleged notices to quit which had been served on other tenants?—At that time, sir?

11,096. Yes, at that time?—I merely explain that at that time I was not the owner of the whole estate. I was only owner of Plashên estate and some property in Merionethshire. I came of age in 1866. My father did not die then. He died in 1870, so that I was not possessed of the whole estate until after 1870.

11,097. Then really the notices to quit were served owing to a change in the possession of the estate?—No, I do not say that. I was merely explaining the circumstances of the case, because I thought that the gentlemen might think that I had always been in possession of both properties.

Mr. *Griffiths.*

11,098. Is that formal notice similar to those that are used on your estate?—I cannot tell you that at this time.

11,099. Is not that the printed form of notice that you generally use?—I cannot tell you. I have seen that form before, but I have not had much to do with it; in fact those things have generally gone through the agent's hands.

Mr. *Brynmor Jones.*

11,100. Question by Mr. William George, "Brynllefrith was part of the Plashên estate, "was it not?"—Yes.

11,101. Question put by Mr. William George, "Was the 25th March then next the first pos- "sible date upon which David Jones could "have been evicted after the General Election "of 1868?"—The 25th March was after November 1868.

11,102. Perhaps you will look at the question which is handed in (*handing question to the witness*)?—The 25th March 1869.

11,103. Will you see what the question is?—Yes.

11,104. That seems to be so?—Yes.

11,105. That is all, I think. We will hear your further evidence to-morrow?—Yes.

Re-examined. 11,183

The witness withdrew.

Mr. RICHARD OWEN called and examined through an interpreter.

The interpreter read the following statement of the witness:—

"I am a retired farmer, living at Mynydd Ednyfed, Criccieth, and have been farming for 50 years. I went to Dolwgan in 1853, and thence to Mynydd Ednyfed, near Criccieth. Dolwgan belonged to Miss Wynn, of Ruthin. Mynydd Ednyfed belonged to Lord Harlech. I spent a deal of money, at least 200*l.*, in putting the drains and fences in order. The place was in a dilapidated and disordered state when I took possession. Then I spent some money on

farm buildings and in putting the house in a water-tight condition. When thinking of retiring a few years ago I wrote to tell Lord Harlech's agent of my intention, and asked him if he would accept a good man as tenant. He replied that he had plenty of applications for farms, and that he would select a tenant of his own for Mynydd Ednyfed. The consequence was that I got nothing for goodwill, and nothing was paid me for improvements. I consider that I had improved the farm to the extent of at least 500*l.*, and, moreover, that if I had been allowed to select a new tenant of my own, I would have got 200*l.* more for my stock and as goodwill than I actually received.

"The rent of Mynydd Ednyfed to my predecessor was 94*l.*, but it was re-valued in my time and raised to 112*l.* 10*s.*

"I have dealt in agriculture all my lifetime, and know very well the state of things in these parts for the last 50 years, and I have the following general observations to make:—

"(1.) That the rent of nearly every farm in the district has been raised, and, in some cases, raised considerably, during that time. For instance, there is Dolwgan, the farm I once occupied.

"Its old rent was 105*l.* then it was raised to 110*l.* The farm was then sold and bought by Messrs. Huddarts, of Brynkir, and they raised the rent to 320*l.* I left when I understood that it was about to be sold. Messrs. Huddart only gave 5,200*l.* for the place. There is another small farm near Criccieth called Tir ucha, the property of Mr. G. H. Owen, Ymwlch. The rent 25 years ago was 10*l.* 10*s.* It is now 29*l.*, the landlord paying the taxes, amounting perhaps to 2*l.* or 3*l.*

"There is Ystum-cegid, again, a farm near Garn Dolbenmaen belonging to Lord Harlech, where the rent was raised 29*l.*

"(2.) As a rule all improvements have been made by the tenant. It is impossible to get landlords to spend any money on the farm, the only thing they will do is, when it becomes absolutely necessary to get fresh buildings on a farm, to build those. It is the rule on some estates (the Gwynfryn estate for instance) to give the materials only, the tenant paying for the labour.

"(3.) As a class the farmers live hard and work hard all their lives, the majority of them are able to save nothing beyond their stock.

"I consider that the landlord's power over the tenant is too absolute by a long way, and it is a well-known fact in Wales that the landlord does not hesitate to exercise this power if his tenant gives him umbrage.

"No farmer in our neighbourhood doubts this since the General Election of 1868, and I can give specific instances to prove that such is the case.

"There are several clauses in Lord Harlech's agreement which I object to, for instance: (1) There is the end of clause 1, which provides that the whole of the last year's rent shall be recoverable beforehand at any time after notice to quit shall have been given or received. Then there is undue interference with the tenant's management of the farm. The farmer should have a freer hand in the cultivation of his farm. Then it is stated that the incoming tenant may use all the manure of every description, which is, of course, most unjust. And further, the agent is made umpire between the incoming and the outgoing tenant, another example of unfairness of spirit on the landlord's part towards the outgoing tenant."

Mr. *Griffiths.*

11,106. You speak of this Dolwgan farm. Did the landlord make any improvements in building or draining when he rose the rent from 110*l.* to 320*l.*?—He had bought the farm.

11,107 And the rent when he bought the farm was 110*l.*, was it?—Yes.

11,108. Did the tenant have any compensation?—No, nothing.

Mr. *Richard Jones.*

11,109. You complain that when you left Mynydd Ednyfed that you had spent 500*l.* in improvements, and you could not recover any of it?—No, 200*l.* on the land and a little on the buildings.

11,110. Would you be satisfied if you could recover compensation for what you had spent, independent of goodwill?—Yes, I would be satisfied if I could get that which I have spent.

11,111. What do you want with goodwill?—I regarded it as goodwill getting that back unless there had been an agreement, there being no agreement as to compensation.

11,112. Am I to understand then, that you are satisfied, that if you can get compensation you do not want any goodwill?—Oh no, not at all, but to get compensation.

11,113. Are you in favour of the principle of goodwill as a general thing?—I am not in favour of goodwill, but I am in favour of full compensation.

Mr. *Seebohm.*

11,114. Upon the point of goodwill, if the outgoing tenant gets more by his being allowed to make his own agreement with the incoming tenant, and to get as much as you would have got, 200*l.* for goodwill, it means that the incoming tenant is handicapped to that extent, does it not?—I should think it would not be handicapping the incoming tenant, provided that the outgoing tenant had expended his money in a wise manner.

11,115. Now, what was his rent at the time he gave up the farm?—Do you refer to Mynydd Ednyfed fawr or to Dolwgan?

11,116. The farm that you gave up and would have got 200*l.* for goodwill, if you could have made your bargain with the tenant?—That is Mynydd Ednyfed fawr. That is 112*l.* 10*s.*

11,117. Do you know what rent the incoming tenant paid?—I believe it was the same rent.

11,118. Then if you had had to pay 200*l.* for goodwill, it would have been the same thing to you as raising your rent from 112*l.* 10*s.* to 112*l.* 10*s.* plus the interest on 200*l.*?—Yes.

Mr. *Seebohm*—continued.

11,119. If that was allowed, would it not be a way of getting a competition rent put upon the incoming tenant?—I should think there would be less contest for land then.

11,120. If the incoming tenant always had to pay to the outgoing tenant what he could afford to pay under the land hunger which we have heard of, the interest on the sum which he would have to pay would raise the landlord's rent into a competition rent?—I would not expect 200*l.* unless the improvements on the farm were worth that amount.

11,121. That is not an answer to my question?—I do not know how I am to answer it otherwise.

11,122. The point I want to understand is this, that though it seems very fair to the outgoing tenant that he should receive whatever any incoming tenant was willing to pay him for coming in, at the same time the effect of it would be that all the incoming tenants under that arrangement would be coming in at a competition rent?—Somehow I cannot see that.

11,123. If an incoming tenant has not only to pay the old rent, but has to lose the interest on the money he pays for the goodwill to the outgoing tenant, he must be sitting at a higher rent than he otherwise would be?—I follow the circumstances you put.

11,124. Supposing an Act of Parliament were passed that every outgoing tenant might sell to the incoming tenant his holding without an increase of the rent, that is to say, with the old rent, would not that be a very unkind thing for the future incoming tenants?—I do not see that, if the things were sold for their price.

11,125. That is exactly what we come to. What we are trying to do is to prevent the rents of the farms in Wales from being raised up to the competition rent, which is the highest rent that the highest bidder would give for them?—The rent would be settled in the first place, and then if the outgoing tenant left 200*l.* in improvements when leaving it would only be right that he should have payment.

11,126. Yes, that is for improvements, but we are speaking of a payment for goodwill—something above improvements?—I said that I was not in favour of goodwill, but of compensation.

Mr. *Griffiths.*

11,127. Might I just interpose a question which I think will explain this. Would you be willing for goodwill to go to the wind if you were paid compensation for your improvements?—Yes, I am perfectly satisfied.

Mr. *Seebohm.*

11,128. Then we are quite agreed that there is not a wish amongst the tenant farmers here that there should be anything like the free sale of the tenancy or goodwill?—Yes, that is entirely my opinion.

Mr. *Brynmor Jones.*

11,129. Might I ask what are your remedies for the ills which you have mentioned in your evidence?—That is one thing—a full compensation.

11,130. Anything else?—To be allowed to live on the farm if I farm it properly.

11,131. You mean by that, I take it, some kind of fixity of tenure?—Yes.

11,132. How do you propose to obtain fixity of tenure?—I think we would want a court.

11,133. What would the court do, according to your notion?—It would decide what a fair rent would be.

11,134. Simply decide that, or do you mean that the Court should prevent the turning out of a farmer so long as he paid the rent which the Court determined he ought to pay as a fair rent?—Yes, if he had paid his rent, and if he had cultivated his farm properly.

11,135. Do you not think that if that were done the result might be that the tenancy of the farm might become a kind of property—that there might be a kind of system of selling by one tenant to the other?—I am afraid I am not sufficiently good a lawyer to settle that.

11,136. Here is a question by Mr. Vincent, "Did you pay for manure when you went into "Mynydd Ednyfed fawr? Is it not the custom "to go out on the same terms as those on which "you entered?"—The farm had been let by auction for years before I went there, so there was no manure when I went there. It is the custom to go out on the same terms as those on which you enter.

11,137. Another question by Mr. Vincent is, "How near to Criccieth is the farm belonging "to Mr. Owen, Ymwlch, of which the rent has "been raised from 10 guineas to ——?"—Hardly half a mile.

11,138. Then there is a question by Mr. William George: "What is the new tenant, is "he not a Conservative in politics and canvasser "for the party at election times?"—Yes, he canvasses, at any rate.

11,139. What farm is this relating to now?—Mynydd Ednyfed fawr.

11,140. Then there is a question by Mr. Watkins: "Were you ever a tenant of Messrs. "Huddart's?"—No, never.

11,141. "How soon after you left Dolwgan "was it sold?"—As far as I can say, about seven years.

11,142. Was your successor under notice to quit from Miss Wynne?—I believe he was.

11,143. Then there is a question by Mr. Vincent, "Was not the new tenant previously a "tenant of Lord Harlech's?"—Yes.

The witness withdrew.

Adjourned to to-morrow at 11.15.

FOURTEENTH DAY.

The Town Hall, Pwllheli, Carnarvonshire, 19th September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELLYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.
Mr. D. LLEUFER THOMAS, Secretary.

Mr. LLEWELYN ADAMS called and examined.

Chairman.

11,144. You are, I believe, a solicitor?—I am.

11,145. And clerk of the peace for the county of Denbigh?—Yes.

11,146. Where do you live?—At Ruthin.

11,147. Have you been in practice there for 45 years?—Yes.

11,148. And have you been deputy-clerk of the peace?—Yes.

11,149. You wish to speak as to what estates?—The Aberdunant estate, belonging to Mrs. Jones-Parry, and secondly the Tregayan estate, belonging to Mr. Thomas Edward John Lloyd of Plas Tregayan.

11,150. Please proceed to tell us what you wish to say?—I will take the Aberdunant estate first, as it is the larger estate of the two. Mrs. Jones-Parry resides, and has done for years, at Aberdunant, in the county of Carnarvon, and she is the owner of 2,458 acres of land, situate in the counties of Carnarvon, Merioneth, and Anglesey. I have acted as her estate agent for the last 21 years. I may say it is a very scattered estate. The lands are situate at Abererch, Clynog, Llangian, Llanbedrog, Llanengan, Llanfihangel-y-pennant, and Penmorfa, Llanaelhaiarn, Llanllyfni, Treflys, Trawsfynydd, Bangor, Llanllechyled, Llanallgo, Tregayan, Llangefni, Llanddyfnan, and Amlwch.

11,151. Most of the latter property being in Anglesey?—No, the larger portion is in Carnarvonshire. I may say that at the date of my appointment, in 1872, I had the estate re-valued; it had not been valued for many years, and I thought, for my own guidance, it would be well to get it re-valued. I consequently had it re-valued by a field valuation by Mr. Jenkins, residing in the neighbourhood of Ruthin. The result of his valuation was that there was an increase in the rent of about 80*l.* upon the whole of the estate. That increase was not acted upon, but there was, upon re-takings, an increase of some 40*l.* or 50*l.* only. The re-takings were all entered into upon written agreements, and a copy of the agreement I have here. The agreement was of the most simple and naked character.

Chairman—continued.

11,152. Will you hand a copy of the agreement to us? (*A copy of the agreement was handed.*)—May I say, my Lord, the only condition with regard to the cultivation of the land is that the land should be cultivated according to the custom of the country, and nothing more. The ordinary stipulations are contained in it, and with regard to the repairs the landlady does the outer repairs, the walls, roofs, and so on, and the tenant only the interior. There is a reservation of game, which however is now affected by the Ground Game Act. That reservation has very seldom been acted upon. No shooting has ever been let upon the Aberdunant estate, and the tenants have never been interfered with with regard to the mode in which they dealt with game. I may say, my Lord, also, that since 1873 I have never had occasion, with one exception, to give a single notice to quit, and I have never had occasion to distrain for rent during the whole of the period to the best of my recollection. The tenancies, although under agreements, are tenancies simply from year to year. I may say that on no occasion have I ever had any disagreement with a tenant, nor has the slightest ill-feeling ever existed between us. The payments of the rents have been most punctual and most regular, and time after time, audit after audit, I have had the pleasure of reporting not a single arrear upon the estate. That has occurred very, very frequently.

11,153. You have told us the acreage of that estate is 2,458 acres?—Yes, my Lord.

11,154. And the net rental is 1,624*l.*?—Yes,

11,155. And then, deducting an allowance of 10*l.* per cent., it brings it down to 1,462*l.* 6*s.*?—Yes, that is so.

11,156. Can you tell us anything about the other estates?—The only other estate I can give any information about is the Tregayan estate. That is also another scattered estate, situated in Pistyll, Bryncroes, Tregayan, Llangefni, and Amlwch.

Lord *Kenyon.*

11,157. Have you a copy of the agreement on the Tregayan estate?—I have.

11,158. Could we have that? (*A copy was handed.*)—May I add, with regard to the letting of the estates, it has been the invariable rule, and I do not know any instance in which it has been departed from, that where a tenant dies his nearest relative has generally the option, and generally does take the farm. I may say there are instances where a tenant has remained. I know of one by tradition, as being in the occupation of his farm, by himself and his predecessors, for a period of very nearly 500 years. In one or two instances the tenancies have been continuous for from 150 to 200 years.

11,159. In most instances, do you say?—In many instances. I may add during the time I have been the receiver of the rents there has been the introduction of certainly not more than three strangers upon the estate.

11,160. As to this reduction of 10 per cent., which I see here for this year, when did it begin?—It began in 1883, and has been continued ever since. In the years 1890 and 1891, when the reductions were not so much required, they were continued on both these estates, although on other estates they were discontinued.

11,161. Have you had any applications for abatements or reductions of rent?—Nothing beyond the 10 per cent. with one or two exceptions.

Mr. *Brynmor Jones.*

11,162. I see nothing in the agreement—or rather, as I ought to call it, to be strictly accurate, the lease—put in about compensation for improvements?—I believe not. I may say all the repairs are done by the landlord whenever required, and no increase of the rent has ever been made in consequence of the outlay.

11,163. Are there no applications from tenants for further improvements, for fences and buildings?—No, none beyond those which occur every half year. Some few things are required and they are at once attended to.

11,164. Are the tenants mostly Welsh, or all Welsh?—They are almost, without exception, Welsh, but a considerable number can speak English.

11,165. And Nonconformists?—I never inquire into their religious belief.

Mr. *Griffiths.*

11,166. Do you consider that 10 per cent. is a sufficient allowance?—I consider it is quite sufficient with the moderate rent that exists upon the estate. The tenants are all perfectly satisfied, and I have had no complaints whatever.

11,167. We heard yesterday one tenant who said that if the whole rent was given him back he could hardly have paid his way with the present prices and the advances in labour?—I have no idea who that man can be.

Mr. *Griffiths*—continued.

11,168. I think we have several instances besides?—Not upon the Aberdunant estate; I know nothing of the other estates. I confine myself to that estate and the Tregayan estate.

11,169. I think you have given the abatement for the last seven or eight years?—Since 1883. I think I am right in saying 1883.

11,170. Have you ever considered how much money you could have saved the tenant if you had given him a reduction of rent instead of an abatement at that time?—I have not considered that, because upon the Aberdunant estate it has been a reduction and not an abatement, therefore it never came into my consideration.

11,171. It is not an abatement of rent?—Not an abatement of rent.

11,172. A permanent reduction?—A reduction.

11,173. I am very pleased to hear you say so, so that the tenant had his rates reduced accordingly?—Certainly; it was done for the purpose.

Mr. *Grove.*

11,174. As to cottage accommodation for labourers on the property generally, do you consider that there is ample accommodation?—I consider there is.

11,175. Have any of the farms been consolidated?—No, none

11,176. Does your agreement interfere with section 33 of the Agricultural Holdings Act, as to the notice?—No; they are all entitled to 12 months' notice to quit.

Mr. *Brynmor Jones.*

11,177. The document put in is dated before the Act of 1875?—Yes.

11,178. There is nothing in the lease, therefore, about contracting out of the Agricultural Holdings Act, 1883, therefore the Act would apply?—Quite so.

Mr. *Grove.*

11,179. Is the document put in the document actually in use now?—The printed forms are always in use. Whether that one in particular is in existence now or not I cannot say. If a tenant dies, and his son or his widow comes in, there is no new agreement made; they are allowed to go on.

11,180. The point is this: since the passing of the Agricultural Holdings Act have you had a fresh agreement prepared, or do you still adopt the old agreement?—Yes, I still adopt the old agreement.

Sir *John Llewelyn.*

11,181. You say not more than three strangers have been introduced on to the estate. I think you subsequently modified that by saying they were not Englishmen but Welshmen. You say they are all Welshmen on the estate?—I believe with very few exceptions they are all Welsh.

Sir *John Llewelyn*—continued.

11,182. There are three strangers?—The probability is they were neighbours. When I say strangers, I mean they were not recent neighbours. The relations had failed, and therefore third persons came in.

The witness withdrew.

Mr. HUGH JOHN ELLIS NANNEY called and examined.

Chairman.

11,183. Where do you live?—At Gwynfryn, Criccieth.

11,184. You are going to give us evidence about your property?—Yes, within a radius of five or six miles from Gwynfryn. I may say Gwynfryn is six miles from here.

11,185. What is the size of the property?—My estate is about 7,000 acres.

11,186. I suppose mountain land and other land?—It is variable.

11,187. What is the usual date of entry?—The usual date of entry is the 25th of March.

11,188. Of course your tenancies are generally yearly tenancies. There are no demands for leases?—I offered leases to my tenants. I have not a very large demand for leases. I should be very glad if I might put one in as a specimen.

11,189. Yes, kindly hand it in? (*A lease was handed in.*)—That is a 60 years' lease, and the property is close to a station. I should be very glad if some of the Commissioners would view it for themselves. It is Tan-y-bryn, near Pen-y-groes.

11,190. Of course the condition of the farm depends upon the energy of the farmer, naturally. Are the changes frequent?—No.

11,191. You have an amicable arrangement when you take any land for planting?—Yes.

11,192. Have you any oppressive clauses, as they are called?—I have had no complaints. You mean in the agreement, I suppose?

11,193. Yes.—I have had no complaints. The agreement has worked well hitherto.

11,194. Are the penalising clauses common?—I have never heard any complaints of them.

11,195. Are the tenants given a copy of the agreement?—Yes, in English and Welsh.

11,196. And the rent is fixed at a gross sum?—Yes.

11,197. We may take it that the rents of the smaller tenants are higher than for the big farms?—Yes.

11,198. And the right of pasturage is taken into account when the rent is fixed?—Yes.

11,199. You have no services which you enforce from the tenants?—No.

11,200. No hauling of coal, for instance?—No.

11,201. And the rent is fixed upon the basis of valuation?—Yes.

11,202. Now tell us about the rents. Have they been raised in the last 15 years on the estate?—Some have been raised, and some lowered.

11,203 Have you got a statement of that?—I have a list of some of those reduced in the valuation of 1876.

Chairman—continued.

11,204. Will you put that in? (*Handed in.*) How about permanent reductions or temporary abatements of rent?—Question 57. "Have there been any—

(*a*) Permanent reductions, or

(*b*) Temporary abatements of rent?

(*a*) Yes.

(*b*) Yes.

If so, when and to what amount?

(*a*) Several rents were reduced in 1876, when my estates were re-valued."

11,205. Permanently reduced?—Yes. Then, "(*b*) 1886, 10 per cent.; 1887, paid all tithes; 1888, 10 per cent. and 17½ per cent. on tithes; 1889, 10 per cent. on rent, including 80 per cent. of tithes; Michs. 1892, 10 per cent. on plus tithe-rent; March 1893, 15 per cent."

11,206. Then you gave no formal notices?—No formal notice.

Sir *John Llewelyn.*

11,207. Some were permanent reductions, and some were temporary abatements?—When it was re-valued the reductions were permanent.

11,208. You have put in a list of those?—Yes.

Mr. *Grove.*

11,209. Robert Thomas being the name of the valuer?—Yes, Robert Thomas was the name of the valuer, a practical farmer on an adjoining estate.

Chairman.

11,210. Then what do you say to Question 65, "Other charges on land or income derived from land?"—Tithes, paid by owner; land tax, paid by tenants; chief rent, paid by owner; local rates, paid by tenants; income tax, paid by owner.

11,211. The local rates, of course, have increased?—Well, I have made this remark: "I should say yes. They vary as to amount of increase in different parishes—tenants pay increase. Tenants have a voice in electing boards, &c., on whom depends, in a great measure, the amount of local rates."

11,212. Then what do you say as to Question 71, "What is the average size of farms in your district?"—I should say 30 acres or 40 acres. Of course, that is my opinion, so far as my knowledge goes.

11,213. There is no consolidation, you say, to any great extent?—No.

11,214. Then what do you say to Questions 78 and 79, as to the sub-division or sub-letting of holdings?—In the cases that have come under

Chairman—continued.

my notice the result of sub-letting is bad, the utmost rent being extorted.

11,215. Then as to Questions 81 and 82, as to the condition of the farms in time of trade depression, and the farmers' ability to provide for their families, you say this depends on the energy and resources of the individual?—Yes; it depends on the energy and resources of the individual.

11,216. You put in an agreement about the improvements?—Yes.

11,217. Do you generally do all the improvements?—According to the agreement put in.

11,218. Do farmers often apply for their landlord's written consent for specific improvements?—They do not apply often.

11,219. You give such consent when reasonable, I suppose?—Yes; when it is reasonable it is given.

11,220. Is there any right recognised as belonging to tenants to dispose of their interests?—No, none on my property, and I do not know of any such right.

11,221. Now tell me a little about the game.—I will read what I have said about preserving game. "Some preserve moderately, others do "not. The rabbits on my estate are kept down "as low as possible. Hares are few in number." Question 114: "Do tenants generally avail "themselves of the provisions of the Ground "Game Act?" Many do so. Question 115: "Is "there much damage done by game to the crops "and pastures of tenant farmers? If so, are they "compensated, and how is the damage assessed? They are compensated for damage done. Farms subject to game damage were valued accordingly. Question 116: "Are tenants expected to 'beat' "coverts, &c., when their landlords go out shoot-"ing? If so, are they paid, and how?" They are not expected to as tenants. Beaters are paid by the day and have lunch.

11,222. "Is there any instruction given in "butter and cheese-making?"—Some; principally in the last three or four years.

11,223. How are the carriage facilities and disposal of agricultural produce affected by railway rates?—I believe some are high. I have heard rates of live stock complained of from time to time. Only on Friday last a large farmer at the agricultural show dinner, who sent away much live stock, complained of this. I agree with him that this ought to be seen to. No one wants to do the railways any injustice, but where we are far from the English markets, as in Lleyn, having to drive in cattle 15 or 16 miles before they get to rail, it is a matter of great importance.

11,224. Then 136: There is no co-operation between landlord and tenant, or anything of that kind. So that I need not trouble you about that?—No, there is none.

11,225. Then we come to 142, as to farmers' insurance?—They do so as per agreement in my case in leases, only in the leases that I have. I have 12 or 15 leases, perhaps, on agricultural farms. I do not know the exact number.

Chairman—continued.

11,226. Then as regards trade combination, I do not think we need trouble you about that?—No, there is not any, to my knowledge, my Lord.

11,227. Let us go to 149, about the peasant proprietors or small freeholders who have inherited their holdings?—The question is, "Are "there in your district many peasant proprietors "or small freeholders who have inherited their "holdings from their ancestors?" There are a good number, in my opinion.

11,228. And their number has not decreased?—"Has their number decreased in a sensible "degree? If so, what have been the causes?" I should say not.

11,229. Have any tenant farmers bought their own or other holdings in their own occupation in this district? You say some have?—Some have.

11,230. "What is the present condition of "such freeholders as compared with the yearly "tenants about them?"—I should consider the yearly tenants the best off, if energetic men.

11,231. Then about tenant farmers and their wives; I think we have had a great deal of evidence about them?—I simply say this, that tenant farmers vary a good deal in this. Most of them take part in the manual labour. Many are away frequently at markets, &c. The wives help, some in the hay time.

11,232. Then 174?—"(V.) Ownership and "tenure; whether held of the owner or of "tenant farmer as middleman, whether subject "to any restrictive conditions as to employment, "and subject to what length of notice for the "termination of the tenancy?" I say yearly takes mostly; some subject to employment.

11,233. 179: "Has there been any consider-"able migration of farmers or labourers from "your district within the last 50 years?"—I do not know of much. What have gone have gone to the quarries mostly, some few, perhaps, to towns.

11,234. I suppose farming accounts are not very generally kept?—No, they are kept very scantily, I say.

11,235. When did the depression begin in your district?—In 1878, or so. After that it has varied from from time to time, much depending on harvests and price of cattle. Other things, however, very important to the smaller tenantry, butter, eggs, poultry, pigs, &c., have kept up their prices well. My Lord, you asked me to give a remedy. I do not know whether you would like to have it now or later. It does not matter.

11,236. Have you got your remedies written down here?—Yes, I have put it down in a few words.

11,237. What number is it?—No. 183.

11,238. Will you kindly tell us what you suggest?—It is really a very general sort of thing.

11,239. What remedies do you suggest?—I cannot think of any panacea that can be named for any depression that may exist. If temporary assistance is given by landlords, and if the

Chairman—continued.

tenants set to work, not only with their hands, but with their heads, studying the ever-varying requirements of the markets of England, and sending good stock to the local fairs, which dealers will look at, I see no reason to despair of their doing well. We have a great advantage here in having a large population, quarrymen and others, who have to be supplied with food, butter, eggs, bacon, &c. Great care must be taken not to frighten capital out of the land, for Wales has certainly none to spare.

11,240. That is your suggestion?—Yes, my Lord.

Sir *John Llewelyn.*

11,241. Are your rents much the same, on the whole, as they were 30 years ago?—I think so, on the whole. There may be some slight increases.

11,242. Some have been increased, some reduced?—Some have been increased and some reduced.

11,243. And the reductions have been some permanent and there have been some temporary abatements?—Yes.

11,244. But, on the whole, you think they are much about the same?—I think so, speaking generally.

11,245. Are the leases of old standing or are they recent?—Most of them are recent. That one that I have handed in I think began 40 years ago; 40 years have run of the one that I handed in, and there are 20 years to run.

11,246. That is what I should call an old lease?—An old lease.

11,247. Are the other ones of more recent date?—More recent date.

11,248. Do you find an increasing demand for leases?—No, I do not think so; agricultural leases I am talking of.

11,249. I am speaking of agricultural leases, too?—I do not think there is an increasing demand for them.

11,250. In your opinion, is the lease the best way of meeting any demand for fixity of tenure, or can you suggest any other way?—No, I think there is no objection to leases. I cannot, at the moment, suggest any other particular way. I told you that I offered my tenants leases.

11,251. I wanted to get that. You offered your tenants leases?—Yes, and some few came to ask for them.

11,252. In consequence of that offer, or, at all events, subsequently to that offer?—Yes, some few availed themselves of it.

11,253. Do you suggest any special reasons to differentiate land tenure in Wales from that in England?—No, I think the tenants in Wales, taking them altogether, are better off than the ones in most parts of England in a great measure, because in many of the farms corn is not grown to any very great extent.

11,254. Do you speak Welsh, Mr. Nanney?—Quite well; as well as English, I suppose.

11,255. And you converse with your tenants in Welsh?—Oh, yes. They could not speak to you in English, so that we should have to "shut up" if we could not speak Welsh. Many of them could not speak English.

Sir *John Llewelyn*—continued.

11,256. Politics and religion make no difference between you and your tenants?—No, I want the best man.

Mr. *Grove.*

11,257. You spoke of butter-making; I suppose that means County Council work, does it not, for the last three or four years?—Yes, that is so.

11,258. Do you consider the quality improved in consequence of that?—I do not know that we have seen much. I fancy it has, in some cases, but I do not know that it has been long enough tried to see the result.

11,259. Is it not the fact that a good deal of butter is sent into this county from other counties?—I heard so.

11,260. Is there any butter from this county sent out of the county, that you know of, to any extent?—I do not know, but I should think it would be sent to the towns, to Liverpool and Birmingham, but I cannot give you statistics, or anything of that kind.

11,261. Do you always supply a copy of your agreements to the tenants?—Yes.

11,262. Whether they ask for it or not; I mean do you volunteer to do so?—Yes. I think that every tenant should have a copy of his agreement. I think it is of great assistance to him; he knows exactly how he stands.

11,263. You say that the tenants do not often apply for written approval for improvements under the Agricultural Holdings Act?—Under my agreement, that is.

11,264. Are they, do you think, cognizant of the conditions of the Agricultural Holdings Act?—Well, the ones on my estate—I am speaking of my estate.

11,265. Yes?—They are cognizant with what is in my agreement. It was all before them, and they had a chance of discussing every clause in it, and did, and many of the clauses are put in at their suggestion. It was open to them.

11,266. Has that agreement been remodelled since that Act came into operation, or is it an old agreement?—No, it has been remodelled. It is a newish agreement. It is put in.

11,267. Then in speaking of game, the relations between you, I suppose, as landlord and your tenants, you consider of a friendly kind, and that there is nothing of an unfriendly nature existing in consequence of the game?—I believe not.

11,268. You have said that you thought a yearly tenant was better off than one under a lease if an energetic man?—Under a lease, did I say?

11,269. I think I so understood it. I have not got the question before me?—Do you mind giving me the number?

11,270. I was only going to ask you a simple reason, if you could just give it briefly, why you consider a yearly agreement better. I am told the number of the question is 154?—I consider

Mr. *Groves*—continued.

the yearly tenant better off if he is an energetic man.

11,271. Could you tell us the reason why?—Because he has the capital, which he gets the use of at a cheaper rate of interest.

11,272. And that is the principle of reasoning in your mind?—That is the reasoning in my mind.

11,273. Have you put in a table showing the reductions of rent when they were re-valued by Robert Thomas?—Yes, by Robert Thomas, a practical tenant farmer.

11,274. These were all reductions when they were re-valued. I suppose he re-valued all the farms. Were some of the farms advanced at the same time as these were reduced?—Yes, some of them.

11,275. You have not put in the list of advances?—No, but you may take it as a rule that it was 6 per cent; not more.

Mr. *Griffiths.*

11,276. I think you mentioned something with regard to the letting of land; I suppose that was by auction?—I do not think I said by auction, did I?

11,277. There was some land mentioned. I do not think you mentioned the word "auction," but I understood that is the case?—I did not mention it that I remember.

11,278. I do not think you did mention it as being by auction, but there is some land that is let otherwise than in farms, some small lots underlet by people; there is some letting, is there not?—Yes, some I believe.

11,279. Can you give any reason why the competition is so keen for a plot of land when a field is to be let?—No, I cannot give you any special reason why it is so. I do not know why it is. It varies according to circumstances, the places and circumstances of people, of course.

11,280. The circumstances of farmers. I suppose the position they are in as to food and grass, and that kind of thing?—Yes, I suppose that comes in.

11,281. And their outlay is no greater, is it. Sometimes a small farmer if he takes an additional field or two does not keep any more hands?—No, not if it was grazing. If he did not plough it or anything of that kind, of course, then the labour would be greater.

11,282. May I ask you what dairy accommodation you have on these farms in general, is it satisfactory as to dairies?—I believe they are fair dairies, sufficient, mostly speaking, generally for the requirements of the farms. They are not very large dairies in this country.

11,283. No, that is the case in most countries. Their dairies are not large enough for their present appliances, the dairy utensils?—Yes.

11,284. Do any of your tenants use a cream separator in their dairies?—That is quite new to them. I fancy most of them did not know much about it till these lessons were given in connexion with the North Wales College, but I cannot tell you whether many of them did. I should not think many of them did.

Mr. *Griffiths*—continued.

11,285. I suppose the dairies are generally situate in a northern aspect in the coolest place you can get?—That ought to be so. I fancy they are, generally speaking. Perhaps there might be a difficulty sometimes in meeting that requirement, but that ought to be.

11,286. Are there any drains leading to the dairy?—Well, not that I know of.

11,287. In some dairies there are drains which are very offensive?—Yes.

11,288. What kind of floor is there generally to dairies?—Well, they are either flags or else tiles.

11,289. Is the butter generally made on the modern principle or by the old system of the hand?—Well, they ought to use wood; they ought not to touch it with the hand.

11,290. But I want to know whether they have really adopted that system?—I believe some people stick to the hands; so long as their hands are clean it is all right.

11,291. I doubt it.—I quite agree with you that, of course, the hands ought not to touch it.

11,292. The reason why I mention this is that in all the towns as we come along, at all the hotels we find that they use the Devonshire butter?—Yes.

11,293. They do not use the butter from the neighbourhood, and when I ask the landlords they say, "It is no use, we shall have complaints "in less than a day if we use the butter made "in this neighbourhood." The consequence is they are obliged to go to Devonshire for their cream and butter.—It is a very important thing to have good butter, of course.

11,294. There is no reason why you should not have the best of butter in this country?—No, except this new way is rather complicated for some farmers who have been accustomed to the old way. That is the reason, I mean, why it is not adopted thoroughly and fully.

11,295. I quite agree with you that farmers' wives in general are very slow to adopt it.—That is so.

11,296. Do you not think it is but fair that the landlord should pay for the insurance of buildings? Is it not sufficient for the tenant to insure the stock inside the buildings?—Yes, I have not thought that matter out.

11,297. If a tenant farmer insures the stock it would come rather heavy if he has to pay for the insurance of the buildings as well?—Yes.

11,298. It comes heavier?—Yes, that is quite a matter that I should like to have considered. I have not considered it, but I think it is quite a fair matter for consideration, and it is a matter I should like to weigh the pros and cons of.

11,299. I think you made a remark with regard to the farmers attending the markets. Do you not think the farmers should attend the markets?—Certainly, but I think in these days of trains that a great many people are away from home more than used to be.

11,300. Too often?—Yes, that is it, too often.

11,301. It is but right that a tenant farmer should know the prices, because he may lose in one day more than he may earn in a week?—

Mr. *Griffiths*—continued.

Yes, I quite agree with that, it should be in moderation.

11,302. Do any of your farmers keep a proper farming account?—I do not know, of course, but I should think they were loosely kept, most of them; some might keep them, but most do not keep regular debtor and creditor accounts.

11,303. I should like to meet with some; why I ask is that I find in the Report made to the Commission on Labour this remark: "I also "found that the farmers pay a little more "attention to accounts than they do in most "parts of Wales"?—Yes.

11,304. "And two instances, rare elsewhere, "were brought to my notice of employers who "had in their possession books of wages, con- "tinually kept for nearly a whole century." We should like to meet with some of these people. That is why I asked you the question. Then with regard to poultry, I suppose you have proper poultry on your farms?—No, not regularly, but I do not know that they rear poultry to a very great extent.

11,305. Eggs?—There are not regular poultry houses attached to each farm.

11,306. I think there should be a little extension?—Yes, of course, people in close proximity to towns deal more in eggs and butter than they used to, and that sort of thing. I say that from my knowledge and observation, and of course it is quite right, because they get very large prices for them in the seasons.

11,307. Can you tell me, do the farmers' sons in this neighbourhood attend those lectures on agriculture that have been given?—Yes, they attended very fairly some few that I have attended. I myself was at one or two at Criccieth, and I think I was at one or two in this place, which is a centre, of course, for Lleyn, and the farmers' sons and farmers' daughters attended very fairly.

11,308. Do you know whether any of them obtained certificates for the South Kensington examinations?—Yes, some of them have.

Mr. *Brynmor Jones.*

11,309. Are there any vacant farms on your estate now?—No.

11,310. When a vacancy occurs are there plenty of applicants for it?—Yes, there are plenty of applicants, but I have known more in times gone by.

11,311. The present is a time of exceptional depression, is it not?—Yes, it is depressed now.

11,312. However, I may take it that there is a good deal of competition for farms in the part of the county that you know of?—Yes, there is.

11,313. I understood it to be rather the case from the evidence which we heard in Merionethshire, too?—Yes, there has been more in times gone by, say 15 or 18 years ago.

11,314. Well, times were better for farmers then?—Yes; it was a roaring time then.

11,315. May I take it that there is a good deal of attachment to the land on which they have been brought up on the part of people living in this county?—Yes; I should say so.

Mr. *Brynmor Jones*—continued.

11,316. Would it be going too far to say it was a passionate attachment? You may call it sentimental if you like, but would you go so far as to say it is a passionate attachment?—Generally speaking, there is a great attachment.

11,317. I mean an attachment so strong, that farmers do not like to leave the district?—Yes. Of course they vary according to different circumstances and different people.

11,318. Oh, no doubt; but speaking of the men generally. You have the great advantage, as I understand, of being able to talk to the tenant farmers in their own language?—Yes, quite well. I do so always.

11,319. Then you must have formed some opinion as to the character of the people, as to their general desires and as to their views of life?—Yes.

11,320. Do you not think there is a great reluctance on their part to leave Wales, or to leave the part of the country in which they were brought up?—Yes; I think they are very fond of their country.

11,321. I am not sure that I caught the figure aright, but I think you said that the average size of farms on your estate was about 30 or 40 acres?—Yes. I was not talking of my own estate specially, but so far as I knew.

11,322. So far as I can gather from your evidence, your estate does not differ in any particular from most of the other adjoining estates in this county?—No, I think not. I said I thought about 30 or 40 acres.

11,323. Is it not the case that in England there is a great difficulty in letting farms now?—Yes; but they are very big farms there.

11,324. Quite so. Then there are two points of difference between Wales and England that you have come across; the farms in England are much larger?—Well, speaking generally, they are. Of course, they vary there in different counties, do they not?

11,325. Oh, certainly. Is it not the case that in England, too, the farmers move much more from county to county and from one part of the country to another than they do in Wales?—I do not know. I cannot tell you sufficiently about that. I have not lived in England.

11,326. Now, let me take another point. Where a tenant farmer has several sons, what is the general course of life on the part of the sons? What generally becomes of them?—One or two help their father, perhaps, and the others get on in life; some go to get clerkships, or some go to business houses.

11,327. Is it not the case that a good many of them become farm labourers?—Well, it depends upon the size of the farm. I do not know that many do.

11,328. Of course we have a large body of testimony that the sons of the tenant-farmers in Wales habitually assist about the farm work, until they go out into life on their own account?—Yes, they do when they are young, most of them. Of course, that is after schooling; they have to go to school.

Mr. *Brynmor Jones*—continued.

11,329. Do not a great many of them become artisans of different kinds; masons, for instance?—Some might, but I think many of them look to a clerkship, or some business of that kind. It varies very much. Of course, you are speaking generally, and I am answering generally, so far as I can.

11,330. Quite so. I do not see how we can expect any uniform career on the part of sons of the tenant farmers. I am not suggesting that, but, speaking broadly, do not the sons become masons, or go to the quarries, or become farm labourers? I am now dealing with the majority of them?—Yes, some would.

11,331. Is it not the case, that sons of farmers who have gone as farm labourers to adjoining farms, ultimately, when they get the opportunity, take farms themselves?—Yes, they do.

11,332. Then I may take it, if you like, that the social and educational characteristics of the tenant farmer do not differ very largely from those of the artisan class?—Well, some of them, to a certain extent.

11,333. Some, of course, but I am dealing with the bulk. You know this county well?—Yes, I do; but it is very difficult to lay that down as a rule without having gone into the question thoroughly, and accurately, and carefully.

11,334. But you must have formed some conclusion on these subjects after living here for so many years, you know?—Yes, I have lived here all my life.

11,335. Do you not think that the difference between the tenant farmers and the labouring classes is less in this and the adjoining county than it would be in the agricultural counties in England?—I do not know the agricultural counties in England. I do not know the relations between the different classes there. I have not lived there, so that I am not able to compare the one with the other. I have not lived in England any time. If I had lived in an agricultural district in England I could have given you a definite answer upon it.

11,336. Well, that is very fair. Is it the case that most of the tenant farmers are Nonconformists?—Yes.

11,337. Nearly all the landlords, I presume, belong to the Church of England, do they not?—Most of them do, some do not.

11,338. I do not think we have had an instance of a single large landowner who is not a member of the Episcopal Church?—I can give an instance, Mr. Richard Davies in Anglesey.

11,339. We have not been to Anglesey yet?—He is a very large proprietor. I might find some others if I thought of it. Most of them are Church of England.

11,340. Did you hear the evidence of Mr. Walter Jones, your agent at Portmadoc?—Yes, I did.

11,341. Do you agree with his view that the true theory of the relation between landlord and tenant is that it is a commercial one. That was the substance of Mr. Jones' evidence, as I understood it?—Well, it is a commercial one to a certain extent, but there are other things as well. It is not entirely a commercial one.

Mr. *Brynmor Jones*—continued.

11,342. No relation may be said to be entirely commercial. As I understood Mr. Jones' evidence it was this, that land is like any other article that is purchased. He called it an "article"?—Yes.

11,343. He said it represents so much capital sunk; consequently a landlord in dealing with a tenant deals with the man exactly as if he was dealing in any other kind of market with a person whose interest is diverse from his own?—I have heard Mr. Walter Jones' evidence, but I did not follow every word he said, and there is no reason that I should agree with every word he said.

11,344. Not in the least.—I have got my own views and I am giving my own evidence and am glad to give my evidence here, but I will not pin myself to every word Mr. Walter Jones has said and I do not suppose Mr. Walter Jones would pin himself to every word I say. We have our own ideas and if you ask me any question I shall be very glad to answer it.

11,345. I have asked you a question. I have said shortly what I understand Mr. Walter Jones' view to be, and I ask you whether you agree with it?—What is it?

11,346. He said that he regarded the true theory of the relation between landlord and tenant to be the same as that between any other commercial classes?—Well, from one point of view it is a matter of business. There are other relations as well as a matter of business.

11,347. Do you agree or do you not agree with what he said?—I am not going to say that I agree in every word that Mr. Walter Jones said.

11,348. I see that in reference to the head of remedies all you have dealt with is agricultural depression?—Yes.

11,349. You have not given any suggestion for the alleviation of the grievances under which the tenant farmers allege—I put it no higher than that—that they suffer?—I have not there.

11,350. Have you any objection to a Land Court for instance?—I do not think a Land Court would be good, and I do not think it is required.

11,351. You do not require it?—No, and I do not think the tenants on a good estate require it, and I do not think the tenants as a rule would be better off with it. There is another thing. If there was a Land Court of course now the land is owned by whoever it may be—the landlord or the freeholder—but when there is a Court the private ownership would be interfered with, and it would interfere with the interest which a man takes in his property. He would not give the time and the interest to improve his property as he does at the present time and I do not think he could be expected to.

11,352. Then, as I understand it, your main objection is very much that which is taken by Mr. Wynne that the establishment of such a court as has been hinted at would lead to a

Mr. *Brynmor Jones*—continued.

landlord to deal with the position from an entirely commercial point of view, and that he would cease to take a friendly interest in his tenant farmers?—He would not give the enormous time that he does now to consider all the details of his property. I am speaking from experience. I give a very great deal of my time to going into all the matters connected with my property, and I feel it my duty and my pleasure to do so.

11,353. Why should not he do the same if a Land Court were established?—Because it is interfering with private property and it is fixing—as I am telling you—what the rent should be, and it should be fixed as between man and man, and it should be fixed by the natural laws of supply and demand. That is my opinion.

11,354. Then it really comes to this, you think that the Land Court would interfere with the sense of ownership?—I do think so, sir, that an owner would become a rent-charger on the farm.

11,355. Why should that diminish his interest in the well-being of his neighbours?—It would diminish his interest in the farm.

Sir *John Llewelyn.*

11,356. May I ask one question? I did not understand Mr. Walter Jones to have said that the landlord did deal, but merely that he was entitled to deal, on a commercial basis with the tenant?—Yes, that is so, that is what I understood Mr. Walter Jones to say.

11,357. You did not come to say that he did do so?—No.

11,358. That the landlord dealt in a commercial manner as regards rent?—No, I did not understand him to say so.

11,359. But that he was entitled to do so?—Yes.

Lord *Kenyon.*

11,360. You refer to a case of sub-letting?—Yes.

11,361. You say "In the cases of sub-letting "that have come under my notice, the result of "sub-letting is bad, the utmost rent being "extorted." Can you give any instances?—I have known of instances, not lately, I am afraid I cannot give you names. I am speaking from recollection.

11,362. Do you consider this an exceptional year as regards depression? You give back more per cent. this year than you have done before, 15 per cent.?—Yes. I think there was very little demand for store cattle and cattle in the spring.

11,363. On account of the lowness of prices?—On account of the lowness of prices.

11,364. And I suppose you consider that your rents are based on an average, taking a good year with a bad year?—Yes, I do.

11,365. You do not receive from your tenants more in a good year?—No, all the same. You mean that I receive the same rents in good years and bad years?

11,366. What I mean is this, that, apart from all abatements, you consider your rent to be a fair rent, taking good years and bad years on an average?—Yes, I do.

Lord *Kenyon*—continued.

11,367. Are they based on a seven years' average, or on no particular average?—No. They were valued by a practical farmer, as I told you, in 1876. I have given in the return.

11,368. With regard to damages, I see you state that farmers ought to work not only with their hands but with their heads?—Yes.

11,369. I suppose that brings in the question of agricultural education a little?—What I mean is, that the requirements of different markets in England change from day to day, and if farmers would think more of what was required in the different English markets, what would sell best, what there is the greatest demand for, and not go on in the old routine which their fathers and mothers, and grandfathers have gone in before, they would do better. They go on in the same groove, and will not move; but if they would consider in their heads what would sell best, I think they would do better than they do now.

11,370. Do you not think the custom of the county rules that groove very much? For instance, in one county, you will have cheese-making and dairy-farming, and in another county stock-rearing?—Yes.

11,371. Do you not find it is difficult to get out of a groove of that sort?—Yes, no doubt it is.

11,372. The education of the agriculturists in that part of the county tells them that which is best for them?—Yes, no doubt.

11,373. With regard to the Bangor College, you say there have been lectures established in this district?—They have not been established more than two or three years, and I have been to three or four, perhaps more, in Criccieth, and here as a centre, and I think, considering that they were new, and that they were the first of a series given, they were well attended on the whole.

11,374. What has been the practical result? Has there been any improvement in farming, or any improvement in the butter produced, or the stock produced?—Well, I imagine in some cases, from what I have heard, that it has been better; but I do not think it has been established long enough to produce any possible change, or any great change in the general supply of butter.

11,375. What would you suggest to them as their best form of lecture or demonstration?—Well, going on giving practical lessons, keeping on at it, and then the interest in them would increase, and I suppose the advantage from them, and the knowledge to be gained from them, would increase as it went on.

11,376. Do you think there is too much theory and too little practice?—Well, there is a good deal of theory; we have not seen much of the result of the practice yet; we may, as time goes on, you know.

11,377. Would a travelling dairy be a good thing?—Well, I really do not know.

Lord *Kenyon*—continued.

11,378. I heard Mr. Griffiths say just now, that in all the hotels he has been to in North Wales, he gets nothing but Devonshire butter?—Well, that is a great pity, and we allow a lot of money to go out of the country in that way, and there is no reason for it, because some of the farms in Lleyn, and some of the land, are well calculated to produce the best butter in England.

11,379. I suppose the English tourist likes fresh butter without a bit of salt in it?—That is so.

11,380. And butter without much taste in it?—Yes, and they do not like to see the butter-milk bubble up when you put your knife in it. They like to see it good, and what is more, when strangers come down here they like to get things good, and they will have them.

11,381. And, in short, you think the farmer would do better if he would only learn what the English tourists require?—Yes. If his butter was as good as other people's butter the hotel people would take his butter; but they will take the best; that is my opinion.

11,382. With regard to poultry, you would be prepared, I suppose, to put up poultry houses if you were asked?—If I were asked I should be prepared to put up houses for poultry, and I should only be very glad to do it, in fact. They do it to a far greater extent than I remember in close proximity to towns.

11,383. Do you think the present condition of the farming population is better or worse than, say, when you came into your property?—The general condition?

11,384. The general condition. Are they better fed and clothed; and have they more money?—The farmers?

11,385. Yes; are they better or worse off, taking one thing with another?—Well, I do not know that they are worse off.

11,386. Much the same?—I fancy so; and in some parts I fancy there is an improvement in some things, and not so, perhaps, in others.

Chairman.

11,387. There are some questions put in by Mr. William George which I must trouble you with. The first question is, "Can you tell how "many notices to quit you gave tenants on your "estate after the 1868 election?"—No, I cannot. Those matters, speaking generally, come before me, and are discussed between me and my agent; and I do not go into the details of all those things on my estate. I could not do it. I may say that the agent I had then is dead.

11,388. Is it a fact that all who then received these notices had voted for the Liberal candidate?—I cannot answer that.

11,389. You cannot answer that?—No.

11,390. Was Mr. Robert Jones of Glyn a tenant of yours, and why was he evicted?—He was a tenant of my father and of mine, I think, so far as I remember, afterwards.

Chairman—continued.

11,391. Can you tell us why he was given notice to quit—why he was evicted?—No, I cannot.

11,392. "Why was notice to quit given at the same time to Mr. Rowland Hughes, Hendre, and Mr. William Jones, Felin Chwilog?"—That was in 1868.

11,393. That was after the 1868 election?—Part of those are on my father's estate. My father had his estate, and I had my separate estate. I managed my own estate, and my father managed his estate, and Hendre is on my father's estate.

11,394. Were either of these gentlemen on your estate?—Yes.

11,395. Rowland Hughes, Hendre, was not on your estate?—No; my father's.

11,396. And Mr. William Jones, of Felin Chwilog, was he on your estate?—Yes, he was.

11,397. You cannot give any particulars of that?—No, I cannot.

11,398. No particulars at all about that?—No.

11,399. Have you and your fellow landlords enclosed Rhoslan Common?—Yes.

11,400. "And if so, upon what right?"—It was done in my father's time.

11,401. Can you tell us under what right it was enclosed?—No, I cannot, now. My father had the management of it, and I dealt with my property, and I did not interfere with the management of his property then.

11,402. "Were there at the time of the "enclosure six almshouses on the common "belonging to the parish?"—I cannot tell you that. As I said before, that was done in my father's time. See 17,642

11,403. Can you give instances of compensation given to tenants in respect of the depredations of the game?—Yes, I can give instances.

11,404. Will you send in a return?—Yes. See 17,65

11,405. You will make a note of that?—Yes. 17,653.

11,406. "Was the rent of Bettws Fawr raised "from 120*l.* to 148*l.*?"—What date is it?

11,407. I have no date put in, but do you remember the rent on that farm being raised?—No, I do not; not now. I have not got the date of it, and I cannot answer it straight off. See 17,631–3.

11,408. "Had not the tenant, previous to the "raising of his rent, spent considerable sums of "money in improvements?"—I cannot answer that.

11,409. "Are these cases of increase of rent "marked on the accompanying list with a cross "correct—Rhiwlas Estate, Bronmiod Farm; in "1843 the rent was 80*l.*, and in 1893 the rent "was 126*l.*, was that bought for the Gwynfryn "estate?"—That was bought. See 17,63

11,410. That was raised?—That was raised. I am only speaking from memory; that was raised after the purchase, I believe.

11,411. From 80*l.* to 126*l.*?—Yes.

Lord *Kenyon.*

11,412. Here is another. Tyn-y-llan Farm: that was bought for the Gwynfryn estate?—That was bought for the Gwynfryn estate.

11,413. In 1843 the rent was 12*l.*, and in 1893 the rent was 35*l.*?—Yes.

See 11,602. 11,640. 11,414. Then Cae'rtyddyn. That was raised from 28*l.* 7*s.* in 1852 to 44*l.* 10*s.* in 1893?—I cannot tell the amount, but it was raised.

11,415. It was raised?—Yes. I am only speaking from memory. All these were valued afterwards by Mr. Thomas, you know.

11,416. They were raised according to Mr. Thomas's valuation, was that it?—No, not at that time, but they were valued in 1876, the whole, by a practical farmer.

11,417. Oh, those are possibly not the rents now?—Not now, possibly.

11,418. This was Mr. Thomas's valuation in 1876?—Yes.

Chairman.

11,419. I have a question put in by Mr. Owen Wynne. "Did not Mr. Robert Jones, of Glynn, "owe hundreds of pounds when he got notice?"—Well, I believe he owed something. I am only speaking from memory. He owed something.

11,420. Hundreds of pounds?—Well, he owed something. I cannot tell you hundreds of pounds. He owed a good sum, I cannot say how much. It is a long time ago; I cannot say that.

Lord *Kenyon.*

11,421. Does that mean he was in arrears to the estate, or elsewhere?—In arrears to the estate.

Chairman.

11,422. Who is your agent now?—Mr. Walter Jones is the agent now.

11,423. Who gave his evidence at Portmadoc?—Yes.

11,424. Questions put in by Mr. J. E. Vincent. "At almost every market town in agricultural "England there are weekly auctions of cattle. "Do you not think such auctions would be a "great advantage to this country; weekly "auctions of cattle"?—In different centres, you mean.

11,425. Yes, I suppose so?—I think they would be. I think they are very good things, giving farmers, in their respective localities, opportunities of meeting together, and meeting drovers, and getting the cattle off. I think it would be a very good thing.

11,426. There are two other questions by Mr. Vincent. "Were not your tenants invited "to discuss the clauses in your agreement?" "Are not the rents of the smaller tenantry "higher because their buildings are more "expensive in proportion to their holdings?"—That is so. I have got here a few examples of the expenses of the farms now on small places just to show the expense of buildings on small places. I will just mention a few of them. There is Tyn-y-fridd, Owen Ellis, in Llanystumdwy; I have just built a new house there. The extent of the farm is three acres, and the rent, without tithe, 8*l.* 15*s.* I have just spent, in the cost of buildings, 177*l.* on that small place—a new house, a small cowhouse.

Chairman—continued.

11,427. Question by Mr. Pughe Jones, "Do "you not think that the establishment of a "Land Court would lead to large sales of outlying "portions of estates, and the letting to graziers "of large portions of the estate lying near the "mansion?"—Yes, that might be so; it might tend to that.

11,428. Mr. J. M. Griffiths (who is taking the Welsh evidence in the next room, reading it over in Welsh to the witnesses), asks two questions. One is, "I find no provision in your "lease to repay the tenant for cake consumed "the preceding years, at the expiration of his "tenancy?"—That is in the agreement, I think. It is clause 16. I will read it if you like. "The "tenant on quitting shall also be paid the value "of the manure remaining unspread upon the "premises, and in ascertaining the value of such "manure, the value of all artificial food consumed by stock-housed or in yards during the "last twelve months of the holding, shall be "taken into consideration."

Chairman.

Then that is so. That answers that question, and the other it is not necessary to put.

Witness.

My Lord, will you allow me just to make one remark? It was said, I think, by somebody, that farmers had bought their farms so as to gain security of tenure. I would like to point out that many freeholders prefer to live on large estates, and eight or ten of my own tenants do that, and let their own farms, proving the fact that there is some advantage to be got on a large estate; at least they think so. I wish to make that remark.

11,429. I understood that they keep their freehold land in reserve in case of something happening?—Yes; they have farms of their own, but they still live on my estate, and they let their own farms.

11,430. So they have their own farms to go to if anything happens? Is that what you mean?—Yes; they are still my tenants. I suppose it is to be naturally inferred that there is some advantage in being on my estate, and so they feel pretty secure in the tenure.

11,431. Quite so; and they have the advantage of having a farm to go to in the event of notice to quit?—They may have bought the farms or have inherited them.

Lord *Kenyon.*

11,432. You understand they prefer to live as tenants on your farms than on their own?—Quite so; freeholds.

Chairman.

11,433. Question by Mr. J. E. Vincent, "Can "you remember on your own part giving notice "to quit for a political reason?"—No; I cannot remember.

11,434. You cannot remember?—No.

11,435. On your own farm?—On my own farm; on my own estate.

Lord *Kenyon.*

11,436. Would you emphatically say you have never given a notice to quit?—To the best of my recollection.

Chairman.

11,437. You will not say any more than to the best of your recollection?—No.

Chairman.

We must have a clear answer to that. Perhaps you had better put the question again.

Lord *Kenyon.*

11,438. I only ask you whether you can emphatically say you have never given a notice to quit for a political reason?—Not that I remember.

11,439. But you will not go further than that?—No.

Mr. *Brynmor Jones.*

11,440. What about the receipt I handed last night to you?—I said the details of the matters I left to the agent to carry out, and he has gone, and I cannot recollect.

Chairman.

11,441. I must point out that this is a very serious question of Lord Kenyon's. Is that the only answer you can give us?—That is the only answer, except that I can speak to that matter you referred to just now. Can you give me the paper?

Chairman—continued.

11,442. I do not mean that, I mean on the general question, is that the only answer you can give?—That I cannot recollect?

11,443. That you cannot recollect having done so?—Yes. There is one more thing. I do not know whether you would like me to mention this. It has been said, I think, several times, that the farm labourers' wages are higher than they used to be. That is so, but they were higher still a few years ago. I think it should be remembered that there are also some advantages which the tenants have now to counterbalance that in these days; for instance, I can remember some 25 years ago, the time when the farmers used to have to send 12 and 15 miles for every load of lime that they wanted on the farm. That meant, to have a couple of horses and a couple of men, because a man would be required to load the lime. Now they get a truck of lime close on to the farm, and they can cart the lime on to the farm from the station, which is a great convenience. The same thing applies to artificial foods and manures.

11,444. What has that to do with the labourers' wages?—Well, it was pointed out that the labourers' wages are a great tax on the farmers and it is so, and I simply wanted to point out in addition that which had not already been pointed out.

Mr. *Grove.*

11,445. I suppose the farmer would pay the carriage on the line?—Yes.

The witness withdrew.

Mr. WILLIAM OWEN called and examined through an interpreter.

Chairman.

11,446. Is that (*indicating*) a statement of your evidence, and are you satisfied that it is right?—Yes, this is my evidence as revised, and it is correct.

The interpreter read the evidence of the witness:—

"William Owen, Caenewydd Chwilog, Farmer.

"I occupy the above farm, and have done so since my father's death in 1873.

"Prior to that my father was tenant of Ty'nllwyn, near Bangor, a farm of 350 acres, belonging to Mr. Assheton Smith.

"My father, the Rev. John Owen, occupied the farm for nearly 16 years, and during that time effected considerable improvements upon it.

"He spent a lot of money in building, walling and draining.

"We have not a complete account of my father's disbursements and expenses, but I calculate they are not far from 3,000*l.*

Chairman—continued.

"Sometimes a small allowance would be made by the landlord towards those expenses when my father was paying the rent, but nothing at all adequate.

"Everything went on smoothly enough until the year 1868, when the General Election took place.

"My father took a very prominent part in that election on the Liberal side, whilst his landlord's family were equally prominent on the other side.

"Mr. Jones, the sub-agent of Mr. Assheton Smith's estate, called several times to press for father's vote, and ultimately my father wrote two letters, one to the Vaynol agent and the other to Lord Penrhyn's agent, saying that it was unnecessary for them to call again, as he was a Liberal and intended to vote accordingly. I have copies of these letters, and they have

Chairman—continued.

appeared in the public press and have not been contradicted. I produce copies of the letters."

The first letter is as follows :—

"Ty'nllwyn, Bangor, N.W.,

"Dear Sir,— "October 12th, 1868.

"Mr. Jones called here some days ago intimating that it is desirable that I, along with the other tenants of the Vaynol estate, should vote for Major Pennant. I am very sorry to say that I cannot do so without parting with my own peace of mind. Besides approving of the general policy of Mr. Gladstone I consider the present a very eventful time in the history of our country. To govern Ireland the British Parliament must either endow Roman Catholicism or disendow and disestablish the Protestant Church in that country. The first course would not fail to strengthen the Ritualistic party in the Church of England, which is dreaded not only by the Protestant Dissenters of this country but by the Evangelical party in the Established Church. Under these considerations I feel that I have no alternative but to vote for the Liberal candidates. I have thought much upon what the consequences may be, but the issue is under the superintendence of an all-wise Providence.

"I remain,

"Dear sir,

"Sincerely yours,

"John Owen.

"Jno. Millington, Esq."

11,447. Who was John Owen?—My father, the Reverend John Owen.

11,448. Who was John Millington?—The agent of the Vaynol estate. The second letter is as follows :—

"Ty'n Llwyn, Bangor, N.W.

"Dear Sir, "October 12, 1868.

"I understand that you called here concerning my vote for the county, and that her Ladyship called afterwards. You like plain dealings, then I must tell you that I am a Liberal in politics, and must vote for the Liberal candidate or act contrary to my convictions. I assure you that I feel very sorry that we do not coincide in our political opinions, as Lord Penrhyn and his agents always acted towards me the part by good neighbours.

"Will you have the kindness to show this to Major Pennant to spare him the trouble of calling again.

"I remain,

"Dear Sir,

"Sincerely Yours,

"Mr. Easson. "John Owen."

11,449. Who is Mr. Easson?—Lord Penrhyn's agent.

[Statement continued.]

"The Liberal candidate won that election, and in a speech made at the time by Captain Duff, (one of the Trustees of the Vaynol Estate) to explain the defeat of the Conservative candidate, he said that they attributed their defeat to the influence of certain Nonconformist ministers.

"My father was one of these ministers.

Chairman—continued.

"Soon after this we began to feel the resentment of the family.

"Mr. Assheton Smith would pass my father on the road without looking at him, though prior to this he was very friendly with my father. And when there were rejoicings going on at Vaynol on account of the coming of age of Mr. Assheton Smith all the larger tenants except my father were invited there.

"The next step was the service on my father of six months' notice to quit.

"This is dated 10th May 1869 and is still in my possession.

"The only reason assumed for this conduct was that Mr. Assheton Smith wanted the farm himself.

"As a matter of fact he only kept it on his own hands for some ten or eleven months, after which he exchanged with Mr. James, the tenant of the Vaynol Farm.

"Public opinion clearly pointed out this as an instance of the persecution, that went on after this election, of such farmers as had opposed their landlord's will, and there was great excitement at the time.

"Some compensation was paid to my father on his leaving, but nothing at all adequate, and I believe he was a loser to the extent of over 2,000*l.*, according to our estimate.

"My father's is not the only case in which people under the landlords' thumbs were persecuted on account of their opinions.

"Copy of Notice to Quit to the late Rev. Jno. Owen, Ty'nllwyn, nr. Bangor—

"Notice to Quit.

"'To Mr. John Owen.

"'I do hereby give you notice that you must quit and give and deliver up the quiet and peaceable possession of all the messuages, tenements, lands, hereditaments and premises situate, lying and being in the several parishes of Bangor and Llanddeinioleu, or elsewhere, in the county of Carnarvon, which you hold under John Newdigate Francis Ashlley, Esquire, Trustee for George William Duff Assheton Smith, Esquire, at or upon the twelfth day of November now next ensuing, or at the end and expiration of the current year of your tenancy thereof which shall expire next after the end of one half year from the service hereof. Whereof you have this notice, dated the twelfth day of May, one thousand eight hundred and sixty-nine.

"'From John Millington, Agent to John Newdigate Francis Ashlley, Esquire, Trustee of George William Francis Duff Assheton Smith, Esquire.'

"I can detail a conversation with the chief agent which he thinks goes to prove that they did not intend to keep us on as tenants of Ty'nllwyn."

Lord *Kenyon.*

11,450. You say "the only reason assumed "for this conduct was that Mr. Assheton Smith

Lord *Kenyon*—continued.

"wanted the farm himself. As a matter of "fact, however, he only kept it on his own "hands for only some 10 or 11 months, after "which he exchanged with Mr. James." Did Mr. James then enter upon this farm of Ty'nllwyn?—Mr. James did occupy the farm within so many months.

11,451. Then, as I understand it, Mr. James's farm was taken as the home farm next?—I cannot say that.

Chairman.

11,452. There are one or two questions handed up. One by Mr. Vincent. "Is Mr. Millington dead?"—Yes.

11,453. Then a question by Captain Stewart. "Was not your father paid for improvements?"—A certain sum.

11,454. "Improvements such as draining, walling, and for unexhausted manures?"—Yes.

11,455. "Was he not paid for haulage?"—Yes, partly.

11,456. "Was he not paid for the general "improvement of the farm?"—No.

11,457. "Apart from specific improvements?"—No.

11,458. Then a question by Mr. Vincent: "Was not the amount paid in compensation to "your father ascertained by a valuer agreed "upon by both parties?"—Yes.

Mr. *Brynmor Jones.*

11,459. Had your father an agreement, or was he simply tenant from year to year on a verbal taking?—He had no agreement.

11,460. Did he do the hauling in connexion with the building?—Yes, altogether.

Chairman.

11,461. There is a question by Mr. Owen Wynne: "How old were you in 1868?"—27 years old.

11,462. A question by Mr. Wm. George: "Was it not a fact that the valuer's discretion "was limited as to what was to be valued?"—Yes.

Chairman.

We will now take the evidence of Capt. Stewart in reply to the statements of this witness, but we will ask Mr. Owen to stay in the room and listen to what Capt. Stewart says.

11,463. Will you be able to understand Capt. Stewart's evidence?—I cannot be sure that I would.

Chairman.

Then the interpreter will translate Capt. Stewart's evidence into Welsh to the witness Owen.

Re-examined, 13,303.

The witness withdrew.

Capt. Niel Patrick Stewart called and examined (his evidence being interpreted into Welsh by the interpreter.)

See above, and 13,273–13,336.

Chairman.

11,464. You are agent to the Assheton Smith estate?—I am.

11,465. Were you agent to that estate in the year 1868?—No, I was not.

11,466. What do you wish to say?—First of all, I think I ought to say that I did not know at all about this matter, and am completely taken by surprise at its being brought forward now. It is a very old matter indeed; it is a matter that happened 25 years ago, and of which I cannot speak personally except with regard to part of his evidence which I can prove to be entirely wrong. That is from information I derive from my books at the Estate Office. I understood Owen to say that his father was not paid for general improvements, that is, improvements apart from specific improvements. I think I can undertake to satisfy your Lordship to-morrow that a sum of 200*l.* was paid to his father for general improvements altogether apart from specific improvements, that is, for having improved the general condition of the farm. Mr. Assheton Smith at this time was a minor, and I do not know that he had much to say to the management of his estates at that time; but I have been his agent for nearly 19 years, and I have never known a case of eviction

Chairman—continued.

on the Vaynol Estate for political purposes. I can also say that the valuation of the stock and crops, and not only that, but the valuation of the improvements at Ty'nllwyn was arrived at by the valuation of men mutually appointed to value. If the amount awarded is not sufficient it is therefore not Mr. Assheton Smith's fault. It was in the hands of, probably better judges than either the witness's father or Mr. Assheton Smith, who was a minor.

11,467. Who was the agent on the Assheton Smith Estate in the year 1868?—Mr. Millington was; and so far as I have heard from Mr. Assheton Smith himself, and from others, the sole purpose for which the farm of Ty'nllwyn was taken by Mr. Assheton Smith was for the purpose of a Home farm. At that time there was no Home farm.

Sir *John Llewelyn.*

11,468. Will your books also show whether the umpire's decision was limited?—No, it does not show that it was.

Mr. *Brynmor Jones.*

11,469. When did you have this conversation with Mr. Assheton Smith as to this particular

Mr. *Brynmor Jones*—continued.

eviction?—Not for a long time; I do not call it an eviction; it was not an eviction.

11,470. We will not quarrel about terms?—Well, you call it an eviction; I do not, because the man was not evicted.

11,471. You will excuse me. My use of the term is right and yours wrong?—That might be.

11,472. You said you were taken by surprise; that is why I asked you this question. You began by saying that; now you say you had a specific conversation with Mr. Assheton Smith about this eviction?—Yes, a long time ago. I did not say an eviction.

11,473. Well, about the notice to quit?—Yes, I do not object to that. What I said was this, that I was taken by surprise to-day at this case, a case that occurred 25 years ago in the Parish of Bangor, being brought up here; that, therefore, I am speaking now on the spur of the moment, merely from the general history I know as agent of that particular farm on the estate. The knowledge I have is simply got in this way, that I came across the Ty'nllwyn papers many many years ago, and I have a perfect recollection of his having been paid for different things which were not provided for in the agreement, haulage, for instance; he was paid for haulage.

11,474. All the witness has said is that some compensation was paid to his father on his leaving, but nothing at all adequate; you would hardly contradict that?—I do not consider that he is a more adequate judge of that than I am. I said that the valuation arrived at was come to by practical valuers, men of great experience. I can repeat the names of several of them now from memory; there was Mr. Humphreys. My object is this: He says that he has been inadequately compensated; I say that he has been fully compensated, and that better judges of compensation than either this witness's father or Mr. Assheton Smith arrived at the amount paid him, and therefore he has no right to say that his father was inadequately paid.

11,475. I do not know what you mean by saying that he has no right to say that his father was inadequately compensated. The attack made by the witness is not an attack upon any valuers appointed at the time. His point is that his father, during the years that he was on the farm, was, in fact, a loser to the extent of 2,000*l.*, and that the 200*l.* compensation did not pay him for the loss of capital involved in that way?—I say that this witness alleges that his father was inadequately paid. I give you my reasons for showing you that he was adequately paid, on the information of more experienced men.

11,476. But he is talking about some different kind of compensation. You are only saying that the valuation was properly done; what the witness is complaining of is a system of land relationship which involves his father in 2 000*l.* loss in the course of a few years?—He is dealing, not with a system, as I understand, but with the farm of Ty'nllwyn.

Mr. *Brynmor Jones*—continued.

11,477. He says, "Some compensation was "paid to my father on his leaving"?—Quite so, and I contend enough compensation was paid.

11,478. And he contends not enough?—Quite so. Surely the valuers ought to say. Surely the valuation arrived at by practical valuers is the thing to be looked at.

11,479. But suppose I said that you detained from me a watch and a table, and then you could not produce the watch and the table; however, you admitted that you owed something, and the valuers valued the watch only; that is no answer to my claim for the table?—Oh, he could claim the whole world, if he liked; he would like to claim the farm, probably.

Lord *Kenyon.*

11,480. Is Mr. James now in the occupation of what was Mr. Owen's farm?—No, Mr. James is dead.

11,481. Was this the question: whether Mr. James or Mr. Owen should leave their farms, in order to make a home farm?—No, I never heard that.

Chairman.

11,482. These are questions put in by Mr. George: "Do you know, of your own know-"ledge, what the terms of the reference were"?—I have the book containing the valuation signed by the valuers, which I shall be happy to produce at Carnarvon.

11,483. "Are you aware that the facts now "proved have already more than once been pub-"lished, and that they have never hitherto "been contradicted"?—No, I am not aware of that.

11,484. "Was not the late Mr. Owen con-"sidered an exceptionally good farmer, and was "not Ty'nllwyn one of the largest farms on the "estate"?—One of the largest.

11,485. That does not answer the first part of the question: "Was he not one of the best "farmers in the district"?—I cannot say that.

11,486. You do not know?—No.

11,487. "Why was notice to quit given to "Mr. Jones, Velin Rhydhir, after the General "Election of 1880"?—I should like to say, with regard to Ty'nllwyn, one thing more. I have a receipt in my possession for payment in full of all demands by the tenant.

See 11,53

11,488. Now will you please answer the question, "Why was notice to quit given to Mr. "Jones, Velin Rhydhir, after the General "Election of 1880?" That was in your time?—I cannot tell you what reason; I am very certain it was not for any political reason, but I cannot tell you now for what reason.

11,489. Were you agent in 1880?—Yes.

11,490. You gave that notice?—Yes.

Re-examined, 11,591.

The witness withdrew.

Mr. Robert O. Jones called. Examined through an interpreter.

Chairman.

11,491. Has your evidence been read through to you and corrected, and do you thoroughly understand it?—Yes, it is my evidence and it has been read to me, and I have corrected it.

See generally, 11,518, 17,288–17,318.

The following statement of the witness was read:—

"Mr. Robert O. Jones, Plascanol, Minfordd, Penrhyndeudraeth.

"I wish to give evidence with reference to the farm of Plasynpenrhyn, Penrhyndeudraeth, a farm which was held by me from March 1885 to March 1893.

"Messrs. Huddart were my landlords, and I paid rent to them in respect of the house 50*l.*, and taxes, and in respect of the land 80*l.*, namely, 2*l.* an acre.

"Shortly after I went to live to Plasynpenrhyn Mr. Watkin the agent commenced improving the house, but owing to the death of Mr. Huddart just at that time, the repairs were not completed by him. I completed the alterations and spent about 4*l.* besides my own labour in improving gates, &c. Before I took to farming I was in the masonry trade, and I did much work in improving Plasynpenrhyn, which would, but that I was a mason, have to be paid for. I have not kept an account of the days I worked as a mason at Plasynpenrhyn. I never received any compensation for my money or labour.

"In about two years after I went to Plasynpenrhyn, a part of the farm was sold, namely, 25 acres, and the yard and a lake of water, to Mr. Haigh, of Aberia, near Portmadoc, and that part was annexed to Mr. Haigh's farm, Plascanol. I was thus deprived of the water with which I previously supplied my cattle. Shortly after this sale, Mr. Huddart (one of the sons) and Mr. Watkin visited Plasynpenrhyn. I told Mr. Huddart about how I was deprived of my water. Mr. Huddart expressed his surprise at the part having been sold, and told Mr. Watkin that he never intended that that part of the farm should be sold, and further told him that he, Mr. Watkin, must see to having a water-course made to my farm. Mr. Watkin replied "that so it happened." After this sale I had to carry water in a tank for about a quarter of a mile distance, and further had to pay 14*s.* a quarter rent to the Portmadoc Water Works in respect of this water. No reduction was made with rent in respect of this, although previous to the sale I never had occasion to seek for water elsewhere than in the lake.

"About this time I told Mr. Watkin that I could not make the farm pay, and went to him three times to tell him of my intention to give the farm up. But he always persuaded me to stick to the place, saying that no one was harsh, or would be harsh with me. When I asked for a reduction in the rent I was refused.

"The matter preyed so much on my wife's and my own mind that we could not sleep at night, and my wife was so impressed with the matter that one day I found her having made up her clothes, &c. in a parcel, saying that she was going to leave.

Chairman—continued.

"I had great work in soothing her that night.

"Next morning we lost sight of Mrs. Jones, and after searching for her for half-an-hour or so, we found her in the cellar having attempted to injure herself, and but for our timely arrival no doubt she would have committed suicide. Two doctors attended Mrs. Jones the following morning, and their opinion was that she would not recover, because of the mental strain she was put under owing to the worry and annoyance caused us through lack of water to conduct our business in the house and farm properly, as I then carried on a milk business, selling milk at Portmadoc.

"I may say that we have paid high rent for the house as a lodging-house, but the house was so much out of repair that the visitors whom we had continually complained about the dampness occasioned by the leakage of the water, and we were never able to get Mr. Watkin to do the necessary repairs, which of course added to my wife's worry and vexation.

"I consider the agent's conduct towards me as very arbitrary and high-handed, but it is only an illustration of the way in which he is in the habit of acting towards other tenants under his thumb. For instance, two neighbours of mine, Messrs. Evan Griffith and William Williams were paying at the rate of 2*l.* an acre for an accommodation field which they held under him. They made several complaints that they were not able to pay their way at that rent, but Mr. Watkin refused to make any reduction, the consequence being that the tenants gave him notice to quit and gave up the land, and Mr. Watkin was unable to relet it at the same rent without a reduction from 20*l.* to 16*l.*

"Finding that we were unable to go on at that rent, I went to Criccieth to see the agent with the intention to give the place up. I remember when on one of the occasions above referred to he persuaded me not to give it up, and I told him that I would not pay a penny rent in respect of the house, which was not in a fit state of repair. He admitted that the house was in a bad state, 'But,' he added, 'I am not 'allowed to spend money on it. I shall, however, 'speak with Messrs. Huddarts.' I asked him to let me know before the 1st of March the result, so that I might have fair play, so as to make a sale of the furniture in the house, and go to the granary loft to live in. He promised faithfully to let me hear from him by that time, and I replied that I would not touch the garden until then, but that unless I heard anything from him, I would take it for granted that my proposal was agreed to.

"Three weeks after the 1st of March I met Mr. Watkin at Portmadoc, when I told him that I had begun to cultivate the garden. He said I had done right. Then I said that it was

Chairman—continued.

agreed to that I was to get everything according to my proposal, and he bowed assent. Just at that time a gentleman, Mr. Casson, applied to me to let the house to him, but owing to Mr. Watkin not carrying out his promised alterations, negotiations for letting fell through.

"The result of Mr. Watkin's treatment of me was this:—

"1st. That notwithstanding the fact of considerable depreciation in value and utility of the farm through the taking away of the water and the piece of land and farm-yard, no reduction whatever was made in the rent.

"Secondly. That notwithstanding the fact that the house of Plasynpenrhyn was let to me at a high rent as a lodging-house, and that it was rendered useless for that purpose through lack of water and disrepair, no reduction whatever was made in the rent of the house, nor was any attempt made to repair it as promised.

"Thirdly. Owing to my losses in connexion with the above, I had to sell out all my stock and leave Plasynpenrhyn a ruined man, and my wife's health broken down. I lost 600*l.* in eight years at Plasynpenrhyn, and as a consequence I have, at the age of 73, to work for the support of myself and wife.

"I consider that my case is only an illustration of the way in which estate agents act in Wales, and that an Act of Parliament ought to be passed whereby such conduct as Mr. Watkin's towards me, which may, and I fear often does, occur in other cases, should be made impossible for the future, and that tenants who like myself are anxious to make the best of the land in our tenancy should be protected against such arbitrary and unjust conduct on the part of landlords and their agents.

Chairman.

11,492. Did you owe any money to your landlord when you were given notice to quit?—He did not give me a notice to quit, but he made me give a bill of sale to him of all my stock.

11,493. Did you owe any money to your landlord when the bill of sale was demanded?—Yes, I owed him money. I was unable to pay up all the rent every year.

11,494. I want to know, were you in debt to your landlord when the bill of sale was demanded?—Yes.

11,495. To what extent?—I do not know, but he allowed me to remain at Plasynpenrhyn, and said no one was harsh towards me, and no one would be harsh towards me.

11,496. What was the amount of the bill of sale?—I do not know; he knows.

11,497. Was it 600*l.*?—Yes, it was a good deal, but the house was left to me for the last two years without my having been obliged to pay the rent.

11,498. What was the rent?—The rent of my house was 50*l.*

11,499. How much did you owe your landlord?—I really do not know. I cannot recollect now, how much money I owed my landlord.

Mr. *Brynmor Jones.*

11,500. Have you a copy of the bill of sale?—Yes, I have at home.

11,501. Whose name is in it, Mr. Watkin's or the landlord's?—Mr. Huddart's, my landlord's name.

11,502. There had been no dealings between you and Mr. Watkin?—In what way?

11,503. There were no dealings between you and Mr. Watkin except in Mr. Watkin's capacity as agent?—No, there was no buying and selling between me and Mr. Watkin.

Chairman.

11,504. There are some questions put in. The first is by Mr. Vincent: "Is not the land now let "as accommodation land"?—Yes, for half, so they say.

11,505. "Have you ever paid the whole of "your debt to the landlord"?—I am not quite sure. I do not know whether I paid in full the first year's.

11,506. How much money had you left of your own when you had paid the debt to the landlord?—After the selling under the bill of sale?

11,507. Yes. I want to know how much you had left in the world?—About 15*l.*

11,508. That is all you had left in the world, when your landlord had exacted your rent?—Yes, and a little furniture to go to the other place.

Mr. *Brynmor Jones.*

11,509. Are we to understand that Mr. Watkin entered and took possession of the stock under the bill of sale, or did you, finding you were in difficulties, determine to have a sale yourself, and hand over the proceeds to Mr. Watkin?—I made the sale. I paid him down 100*l.*, that I should have my own, and on the 1st of March following, I paid another 20*l.* to Mr. Watkin, so that I should have the right of selling, and the bill of sale should not be enforced.

Chairman.

11,510. To redeem it?—Yes, to redeem it.

11,511. This is a question put by Mr. William George: "Would you have stayed in Plasyn-"penrhyn at all, but for Mr. Watkin's promise to "repair, and the Messrs. Huddart's request to him "to bring you water"?—It would have been easier for me to have paid my rent by far, and it would have been easier for me to have stayed there.

11,512. "Did the rent run while the house was practically useless to you, and the farm was of considerably less value"?—Yes.

11,513. "How did you pay off the bill of sale, had you to borrow money"?—Yes, I had to borrow money.

11,514. "How much did the stock realise"?—I had 110*l.* for the whole bill of sale.

11,515. "Were you not 10*l.* out of pocket"?—Yes.

Chairman—continued.

11,516. This is a question put by Mr. Owen Wynne: "Then all you really paid was 120*l.* out of 600*l.*"?—Yes, as he asked for the rent of the house for the two years, 100*l.*

Chairman—continued.

11,517. Practically you paid everything you had in the world except 15*l.* and your furniture?—Yes, and I owed 10 guineas for a cow, and I paid the money. Re-examined, 17,446.

The witness withdrew.

Mr. William Watkin recalled.

Chairman.

See above, and 17,288–17,318.

11,518. The Commissioners do not want any general statement from you, but we want you to confine yourself entirely to what you want to rebut on this evidence. We do not want any statement as to the estate of any soil except what clearly relates to the evidence which we have just heard from Mr. Jones. Have you anything to say on that?—Yes, I contest almost everything that Robert Jones has said. First of all he took the house by itself, and the land was always let since 1863 as accommodation land. It is quite close to Portmadoc, within a mile of it, and it was not a bill of sale at all, it was an assignment. The matter was put into the hands of the solicitors for the estate, and they came to an agreement with him to take a bill of sale instead of selling him up.

Mr. *Brynmor Jones.*

11,519. Have you the document here?—No, I have not.

11,520. You say it was an assignment of this man's whole estate and effects?—Yes, I believe so.

11,521. It was not registered under the Bills of Sale Act?—I do not know. I had nothing at all to say to it. It was done by the solicitor.

Mr. *Brynmor Jones*—continued

11,522. We quite understand?—He owed us about 492*l.* 14*s.* at the time, and instead of selling him up the solicitor accepted from him 100*l.* in cash at the time, and I think his promise, or somebody's promise for him, for 20*l.*, and to leave the place.

Chairman.

11,523. You, as agent, allowed this tenant to run 492*l.* 14*s.* into debt?—There were particular reasons for it, my Lord.

11,524. I do not want to know the reasons, but you allowed this tenant to run 492*l.* 14*s.* into debt with his landlord?—We did in this case, my Lord, I am very sorry to say.

11,525. We are only talking about this case, I want yes or no?—Yes, we did.

11,526. You then sold him up for 120*l.*, yes or no?—Yes.

11,527. And you left him with 15*l.* in the world and his furniture?—He had his furniture.

11,528. His furniture and 15*l.* was all he had in the world, and he was owing 10*l.* for a cow he bought. Do you dispute that?—I do not know anything about that. Re-examined, 17,288.

The witness withdrew.

Adjourned for a short time.

Chairman.

We shall take rebutting evidence after the other witnesses.

Mr. John Jones called and examined through an interpreter.

The Interpreter read the following statement of the witness:—

"Mr. John Jones, Tynllan, Llanfihangel bachellaeth, near Pwllheli, farmer.

"I wish to give evidence as to the way in which farmers in these parts are apt to be treated by their landlords.

"In 1862 I took a farm on the Bryncelyn estate known as Tyisa. The rent used to be 82*l.*, but when I took it it was raised to 90*l.* The agent told me there would be no danger of my being disturbed, nor was I disturbed so long as he was alive. Not long after two other pieces were taken away to form a plantation, but no reduction whatever was made in respect of these, nor was any notice given me before it was taken.

"Then the agent, who was an Englishman, of the name of Mr. Manley, died, and in two months' time I got the letter (*producing same*) from the new agent informing me that the rent would be raised to 110*l.* and giving me a week's time to consider whether I would take it or not. I considered the rent most unreasonable and did not agree to take it. So I got the notice to quit which is produced." (*Notice dated 8th May* 1878, *produced.*)

Chairman.

11,529. What year is that?—1878. I never received any compensation in respect of the improvements I had effected on this farm, relying

Chairman—continued.

on the landlord's promise that I would not be disturbed. About the time my notice matured there was another farm on the same estate becoming vacant, the tenant refusing to hold on unless a reduction of 50*l.* were made in the rent, and having nowhere else to go I took this farm, Tynllan.

11,530. Who was the landlord?—The same landlord as Tyisa.

11,531. Who was he?—The Reverend Robert Nowell Whitaker; that landlord is dead, though.

11,532. Who is your landlord now?—My landlord now is a new one, who has nothing to do with the last, a lady of the name of Miss Gillespie. Everything is all right; she is a good landlady.

Sir *John Llewelyn.*

See evidence of next witness.

11,533. Is it private property or glebe land?—No; it was a small estate. About the time my notice matured, there was another farm on the estate becoming vacant, the tenant refusing to hold on unless a deduction of 50*l.* were made in the rent, and having nowhere else to go, I took this farm Tynllan. The landlord makes all repairs as regards buildings; I pay for all improvements on land. Many years ago, I took a farm known as Felin Rhyd hir, for my parents, Mr. Assheton Smith being the owner and Mr. Millington was the then agent. In the course of the General Election of 1880, a Tory agent came for me with a car to take me to vote for the Tory candidate. I refused to go with him. I subsequently went unawares to this agent and recorded my vote. The next thing I got was a notice to quit from Captain Stewart, and I had to give the place up. (*Notice dated 8th May* 1880, *produced.*) I saw Mr. Assheton Smith himself and Captain Stewart, when I was giving up the place, and said that I had voted all right. I insisted upon then translating what I said to the landlord, and he scolded the agent and said he would not like to have a row over a thing like that.

Chairman.

11,534. You were a tenant under Mr. Assheton Smith?—Yes.

11,535. Mr. Millington was the agent?—I was under three agents on that estate.

11,536. You voted for the Liberal candidate in 1880?—I always voted for the Conservative candidate. I might as well tell the truth.

11,537. In 1880, a Tory agent came to you with a car to take you to vote for the Tory candidate?—Yes.

11,538. You refused to go?—Yes.

11,539. You afterwards went and recorded your vote?—They sent another man with another car, and I went with that because I knew he was a Tory.

11,540. I do not want to know who he was. Did you record your vote or not?—I did vote.

11,541. Was the Ballot Act in force at that time?—Yes.

Chairman—continued.

11,542. Did you get notice to quit, after the election, from Captain Stewart?—Yes; the following month.

11,543. Did you give the place up?—Yes.

11,544. Did you see Mr. Assheton Smith afterwards?—Yes; I went to the office several times.

11,545. Why were you given notice to quit?—I have not heard.

11,546. Did Mr. Assheton Smith scold Captain Stewart?—I did not understand indeed what they were saying.

11,547. Then why do you say in this statement that Captain Stewart was scolded by Mr. Assheton Smith?—I do not understand that it was so.

11,548. This is what you say in your statement: "I saw Mr. Assheton Smith and he scolded the agent"?—He gave me fair play to say what I had to say—that I had voted right.

11,549. Did he say that he would not like to have a row over a thing like that?—I did not understand.

11,550. Then you want to withdraw that?—I withdraw that.

11,551. Did you go back into your farm?—To Felin-Rhyd-hir.

11,552. But you got notice to quit. You left your own farm?—I gave up Felin-Rhyd-hir at the time that the notice fell in.

Lord *Kenyon.*

11,553. Have you seen your landlord lately?—Yes; my present landlord.

11,554. Miss Gillespie?—Yes.

11,555. When?—Yesterday.

11,556. Did you say you were going to give evidence?—Yes, we spoke about that. That was a subject of conversation too.

11,557. What did she say?—I was talking then with her father (General Gillespie) and he said they had no objection to my telling the truth.

11,558. What did you say?—I said I would not say anything but the truth, and I had nothing to do but show the letter as it is to be seen.

11,559. Were you asked to withhold any part of your evidence?—No. The present landlady is no relative at all and has no connexion at all with those. Everything is all right with her.

11,560. Have you seen any of the other landlords that you mentioned lately?—No; I am clear of all landlords. She is my only landlady.

11,561. Do you know of any cases of intimidation by a landlord or agent?—I do not say that they intimidate us, but at the same time we are afraid of offending the gentlemen. They are far kinder and far better and treat us far better than they used to throughout the country generally.

11,562. Since when?—During these depressed times some of them give fair abatements.

Lord *Kenyon*—continued.

11,563. When do you allege that they treated them less kindly than they do now?—At the time when the rents were so much raised; at the time they raised the rent so much.

Mr. *Brynmor Jones.*

11,564. Were you here yesterday?—No, I was not; I was at home.

11,565. You had received, had you not, a notice from the Secretary of the Commission that you were to come and give evidence to-day?—Yes, I knew both to-day and yesterday.

11,566. How is it you have come here? Who has asked you to come here?—Mr. Griffith of Galltyberen.

11,567. Did you tell him the story of your life so far as it related to the different farms you had been at, and the notices to quit and so forth?—Mr. Griffith knows, as I do, everything.

11,568. And did he write down in your presence?—He wrote some things.

11,569. It was yesterday afternoon, was it not, that Miss Gillespie called upon you?—Yes, she was yonder. She was going through the estate with her father, and she was very kind, promising to build new buildings and everything of that kind.

11,570. How long is it since you saw Miss Gillespie before?—Yesterday was the first time I had seen her since she became my landlady four years ago.

11,571. You appeared before Mr. J. M. Griffiths and the Secretary this morning in the adjoining room, did you not?—Yes, I did.

11,572. Did you say to Mr. Griffiths, "It does "not matter about putting that in now"?—I told everyone who spoke to me that it was no good my writing anything except that which I could prove.

11,573. Did you use the words I have mentioned to you?

(*The question was repeated to the witness by the Secretary.*)

Secretary.

The words used were (I will put them in Welsh first) "Does dim eisieu cyfeirio dim at hyna rwan." "There is no need to make any reference to that now."

Professor *Rhŷs.*

You asked him if he made use of those words, and his answer was, "It may be so." I think that was it.

(*The Secretary again questioned the witness.*)

Perhaps it was, but I also said it was no use wasting time to make statements that I could not prove.

Mr. *Brynmor Jones.*

11,574. What did you mean by saying "It is no use stating that now"?—It is something that has occurred some good long time ago, and I was not quite sure about it; I had no assurance of it.

Mr. *Brynmor Jones*—continued.

11,575. That is not the point?—Captain Stewart told me that it was not owing to politics or to political views that the warning or notice to quit came.

11,576. But we are not talking about Captain Stewart at all. When Mr. Thomas, in the presence of Mr. Griffiths, read something to you, I understand you said, "It is no use stating that now," or words to that effect?—Politics, was it not?

11,577. No. Were not the sentences that the Secretary read to you sentences regarding your present position and circumstances?—I said that everything was right with regard to this farm. They had misstated the facts.

11,578. But you have admitted to me that the words which you said were, "It is no use stating that now," or words to that effect?—No, it is the politics.

11,579. Let us get this perfectly clear. After the Secretary had read to you what is stated in this paper about the politics and Captain Stewart and notice to quit, the Secretary went on to read something else?—Yes.

11,580. And when Mr. Thomas read it to you, did you not say, "It is not necessary to refer to that now," or words to that effect?—Yes, I withdrew everything that they had written about politics towards the end there.

11,581. Having used those words, "It is unnecessary" or "not necessary to refer to that now," did you not add in Mr. Griffith's presence, "But it is quite true though"?—Yes, there had been considerable talk about my having voted for Mr. Watkin Williams.

11,582. But that is not the question I am putting to you. The part that Mr. Thomas was reading was about your present circumstances and your present holding?—I understand now.

11,583. When Mr. Thomas was reading that did you or not say the words which you have already admitted that you used, "It is not necessary to refer to that now"?—With regard to my landlord having taken land for the purpose of planting trees without reducing the rent; it related to that.

11,584. Will you kindly answer my question? Do you admit that when Mr. Thomas was reading certain words about your present holding you said "It is not necessary to refer to that now"?—Yes.

11,585. Did you not add these words, "It is quite true though," in Welsh?—Yes, only that I had agreed to what my master had asked.

11,586. Quite so—at the interview yesterday?—No, after my landlord had taken the land. I was showing them my master had taken the land for that purpose, and not reducing my rent and without giving notice and to raise the rent so much after that.

11,587. If that is so, what did you mean by saying "it is unnecessary to refer to that now"?—Because I had agreed to take the place without having a reduction for the plantation.

Mr. *Brynmor Jones*—continued.

11,588. But why had you said it before then?—Perhaps you understand that my present landlady had come to know that I was going to give evidence here, and that she wished me to be silent, but that is not so.

Mr. *Griffiths.*

11,589. Why did you insist on having what you had to say to your landlord translated in his presence?—For fear there might be something which I could not prove.

Mr. *Griffiths*—continued.

11,590. You do not understand. When you went to your landlord you insisted upon having what you had to say translated to the landlord?—I have no recollection of that at all.

11,590A. "You consider that the agents are worse than the landlords"?—I considered that Captain Stewart was more harsh than Mr. Assheton Smith, my landlord.

The witness withdrew.

Capt. STEWART recalled and further examined.

Chairman.

See above. 11,591. I understand that you wish to say that there is no truth in the suggestion that the notice to quit was given for a political reason?—I wish to say so distinctly. If you wish to know why he had notice to quit it is very hard to recall the facts after a lapse of 13 years, but so far as I can tax my memory now I will tell you frankly. What I believe to have been the reason was this for one thing. He did not reside at the place. He resided at a farm some distance away. He neglected the farm so much that the buildings became a heap of ruins—nothing better than that—the dilapidations were most serious. I asked him if he would come to reside at the mill if he was allowed to go on. He said he would not: he would not promise to do so; then I said, "You are not a fit tenant." He left the business to be conducted by his sister and never looked after the business at all. So far as I can tax my memory those are the reasons why notice to quit was given.

Mr. *Brynmor Jones.*

11,592. Whose obligation was it to repair?—It was his duty.

11,593. Under what contract?—Under his agreement with his landlord.

Chairman.

The Interpreter will tell the previous witness that Captain Stewart says that he gave him notice to quit because he was a bad tenant and let the farm go to ruins.

(*The Interpreter translated the observations to the previous witness.*)

Chairman.

11,594. There is a question from Mr. George: "Was there a discussion in the office about politics"?—Politics might have been mentioned. I have a perfect recollection of his coming to the office and having an interview with Mr. Assheton Smith and myself, but I understood him to withdraw the expression that Mr.

Chairman—continued.

Assheton Smith had scolded me. If he has not withdrawn that expression I must characterise it in very strong language.

11,595. Was there any discussion about politics in the office?—I do not remember anything being said about politics. I remember his visit to the office perfectly well.

11,596. Was there any discussion in the office about politics?—I am pretty certain we had no discussion about politics.

11,597. You are quite certain that there was no discussion about politics?—Yes, quite certain. We never do discuss politics in the office. I have never yet known it done once.

11,598. Was not the farm taken for his parents?—He was not a tenant, I believe.

11,599. Was not the farm taken for his father and mother?—Well, I do not know. It was not taken in my time, I think, but as I said before the thing happened 13 years ago, and unless I have an opportunity of looking up the case I cannot tell you.

11,600. Perhaps you would look it up?—Very well. Re-examined. 13,273.

The witness withdrew.

An announcement was made in Welsh and in English requesting the Welsh witnesses to go into a room with one of the Commissioners in order that there might not by any possibility be any mistake creeping into their evidence.

Mr. *Cledwyn Owen.*—My Lord, I handed up a question to be put to the witness. That question has not been asked. It was handed in through the Secretaries, and I think it was a question which ought to have been asked.

Chairman.

The Commissioners think the question need not be put.

Mr. *Cledwyn Owen.*—I think it is a fair question to put.

Chairman.

Will you sit down, please?

Mr. *Cledwyn Owen.*—I think it is a perfectly fair question.

Chairman.

Will you sit down?

The Commissioners deliberated.

Chairman.

It must be distinctly understood that although we have every wish that every sort of question should be put in by any person in court, yet we distinctly reserve to ourselves the right of determining whether that question should be put or not in the public interest.

Mr. JOHN DAVIES called and examined (through an interpreter).

Chairman.

11,601. Can you give your evidence in English or in Welsh?—In Welsh.

11,602. This is your evidence (*indicating same*) and it is accurate?—Yes.

The interpreter read the following statement:—

1,414, 0. "John Davies, Caertyddyn, Llangybi, farmer.

"I am a tenant of Mr. Ellis Nanney, and hold under a lease for 30 years from 1887.

"I have been at Caertyddyn for the last 20 years, and during that time have executed considerable improvements in the place at my own expense. The rent of the place used to be 28*l.* 7*s.* in 1853. It is now 44*l.* 10*l.*

"Some six years ago, the buildings having become very dilapidated, I applied for repairs and extension of the buildings.

"The landlord refused to execute these improvements except on consideration of my paying 5*l.* per cent. per annum on the capital he would expend. I refused this offer. He then told me he could get plenty who would give more for the place than I was giving. I offered to leave if they would pay me for the improvements I had already executed. He then offered me a lease on condition of my executing the improvements myself. This I accepted and have spent 400*l.* to 500*l.* of my own money on improvements in the course of the last 15 years. I had not had the advantage of having the farm at a low rent previous to the lease. I consider the rent to be quite high enough, even when farming pays much better than it does now.

"I am stating this as a matter of fact, to show how difficult it is for a tenant to make a fair agreement with his landlord in the absence of proper protection for the tenant in the laws of the land, although the best personal feelings exist between me and my landlord and his agents as far as I know."

"I am of opinion that the proper way of fixing rent is by arbitration or by a land court.

"From my knowledge of the farmers of my own and surrounding parishes I consider that the absolute power which the landlords possess over the livelihood of their tenants is destructive of the tenants' independence and injurious to their manhood.

"At present there is hardly any intercourse between the landlords and their tenants. The landlords belong to a different class, hold different religious and political opinions, and use a different tongue from their tenants. Generally speaking the former turn in a circle their own, are Churchmen and Conservatives, and use the English language, whilst the latter seldom see their landlords, are Nonconformists and Liberals, and speak Welsh. The consequence is that there is very little fellow-felling between one class and the other, and all communications which pass between them are of a business character and pass through the land agent.

Chairman—continued.

"The farmer in these parts lives a very hard life. He and his family have to drudge from morning till night, summer 5 a.m. till 7, or perhaps 8, or even later than that, p.m. Winter about the same, and I live on a poor fare and dress poorly. It is the exception for a farmer to have fresh meat on his table. Sometimes a cow is killed and a quarter or so kept and salted for future use.

"I do not consider that the farmers' sons and daughters get fair play under the present system by a long way.

"For instance, when I was a lad and had to walk three or four miles to school, I had also before starting to assist my sister and the servant to milk the cows, or some other farm work, and so again after returning home, and during the harvest and other busy times we were kept at home altogether. My schoolmaster (Eben Fardd, Clynnog) used to tell me that pauper children were better off for schooling than farmers' sons like myself. It is very much the same yet. It is the children's unpaid labour that has enabled the farmers of this district to tide over their difficulties as well as they have been able to do these last years.

"Some 25 or 30 years ago there was a general raising of rents in these parts, and there is many a farm I could name whose rents has been nearly doubled or trebled the last 40 or 50 years. There has been no permanent reduction made during these bad times. All that the landlords did was to extend the time for payment and allow a discount varying from 5*l.* to 10*l.* per cent. I got no reduction or allowance. I applied, but was told no allowance could be made to leaseholders.

"I do not believe the land agents are practical men as a rule. I can give instances to prove this. I should like to hand in a list of farms whose rents have been raised on account of improvements effected by the tenants.

"I consider that the agreements under which farmers hold their farms are unjust in many respects.

"I can produce a rent receipt book from 1728–1784."

Sir *John Llewelyn.*

11,603. What is the date of your lease?—1887.

11,604. For how long does it run?—Thirty years

11,605. Is that at 44*l.*?—44*l.* 10*s.*

11,606. What is the acreage?—I am not quite sure of that. It is something between 52 and 55 acres, more or less.

11,607. It is a repairing lease?—Yes.

11,608. The repairs being upon the tenant?—Yes.

11,609. You think a land court is required?—Yes.

11,610. Would that be to fix fair rents?—Yes.

11,611. And fixity of tenure?—Yes.

11,612. Do not you get fixity of tenure under the lease?—Yes, but I did not want fixity of tenure according to the lease. I had to abide by the terms of the landlord, without getting my own terms inserted in the lease.

11,613. You get fixity of tenure by the lease?—Oh yes, but the conditions are not right.

11,614. Were you not a party to that six years ago?—No, it was almost a twelvemonth before I would accept a lease. I wanted to repair my buildings or my house; I did not want a lease.

11,615. Why did you sign it, then?—The circumstances were these. It was rumoured in the district that the more remote parts of Mr. Nanney's estate were to be sold, and I knew, from experience, what it was to be on another estate under similar circumstances. After I had been in that farm for six years, and farming it as well as I could, and getting it in a good condition, it was sold by auction in this town.

11,616. Then it was after all with the object of securing fixity of tenure that you took a lease?—I chose the less of two evils. I had spent 250*l.* on the place between the labour and the money on the farm, when I asked for these repairs from my landlord.

11,617. Then it was to prevent your being turned out from the farm, to avert the danger of being turned out, that you took the lease?—Yes, in order to avoid the misfortune of seeing my labour having been in vain.

11,618. Then has Mr. Nanney changed many of his tenants?—I do not know. I have not been disturbed for the last 15 years; I have had perfect quietness for the last 15 years.

11,619. Do you think that a land court ought to fix fair rents for those who hold under a lease?—Yes, I know of several under the same conditions in this part of the country, or in this district, who would like to have the thing referred to a third party.

11,620. You said you would like to see a land court or arbitration court?—So far as my conception of one and the other goes they answer the same purpose, the land court and arbitration.

11,621. What is the difference between the two?—Well, I have not seen either a land court in existence, or arbitration resorted to in this neighbourhood, so it is very difficult for me to express my opinion.

Sir *John Llewelyn*—continued.

11,622. You might have thought the matter out and given us some opinion. You say landlords differ in language; your landlord speaks Welsh, I think?—Yes, but I have spoken very little with him, either in Welsh or English, although he only lives five miles away.

Mr. *Grove.*

11,623. Just one question. Although you speak of the advantages of a land court, I suppose you would always wish the landlord and the tenant to try to come to terms before you go to a land court to settle?—A good deal of time is spent now with that object, but they fail to come to terms, they fail to agree.

Mr. *Richard Jones.*

11,624. I should like to know if the duties of a tenant with regard to repairs are clearly defined in the agreements on Mr. Ellis Nanney's estate?—They are easily understood. In fact, they are more easily understood than they are fulfilled. It is easier to understand them than to fulfil them.

11,625. I want to know under what clause in the agreement is the tenant obliged to repair the buildings, and how far are we to understand the word "repair." Does it mean erection of new buildings?—Expending 150*l.*, and that at the discretion of the tenant.

11,626. Is that in the agreement, that you are to spend 150*l.*?—Yes, it is.

11,627. I am talking now about the agreement?—I have no agreement. Mine is a lease.

11,628. Had you any agreement before taking the lease?—No.

11,629. Was there no understanding between you and the landlord with respect to repairs when you took the place?—Yes.

11,630. What was the understanding then, between you and the landlord, with respect to repairs when you took the place?—I was there at Caretyddyn without being a proper tenant for five years through marriage.

11,631. When did you become really a tenant?—About 15 years ago.

11,632. When you became a tenant, did you come to an understanding, either with Mr. Ellis Nanney or with the agent, with respect to repairs in this place?—No, not then; there was no reference to the buildings then, when I became proper tenant.

11,633. Why did you not come to some sort of proper terms with either the landlord or the agent, with respect to repairs, before making such a large outlay?—There is this to be said. I took pleasure, it pleased me to cultivate the land, and it was said about the Gwynfryn estate that it was a good and secure estate to be on, so I went about making these improvements with greater freedom.

11,634. Had you made any inquiries under what conditions the other tenants held under Mr. Ellis Nanney with respect to repairs?—I

Mr. *Richard Jones*—continued.

did not understand that there was any special form on Mr. Nanney's estate until the last few years, when an agreement was adopted and signed.

11,635. Then, practically, you became a tenant on this estate with your eyes shut ?—My eyes ought to have been more open.

11,636. After about six or seven years' experience of a lease, would you recommend other tenants to be under lease ?—It depends on the terms of the lease.

11,637. We will take your lease, for instance. What do you say ?—It would fare very badly under such circumstances as these, or in such a depression as this.

11,638. If you considered your own interests entirely, how would you farm under a lease now ?—I would cultivate it as well as I could, of course.

11,639. For how long ?—As long as I remained on the farm.

11,640. Would you cultivate it as well as you could right up to the end of the lease ?—Yes ; because that would be a kind of natural instinct which I would follow, unless, of course, circumstances pressed me to give it up.

11,641. I will put the case to you in this way. If you studied your own interest, would it not be better for you to bring that farm up to the highest point of cultivation for the first 10 years, to keep it in that condition for the next 10 years, and work it out in the last 10 ?—Perhaps that would be a greater personal advantage for one's pocket, but it would be dishonest on the part of the tenant towards his landlord, and towards his country, or towards the district, because I think that the nation at large has something to expect from keeping the land properly tilled or properly cultivated.

11,642. Well, you turn among tenant farmers. I will ask this question. Do you think that tenant farmers in general would be conscientious enough to take the interest of the landlord and the community into consideration ?—I suppose that most of them would first of all look to their personal interests, and then, secondly, to the landlord's interest, but there are a few or some honourable ones amongst them who would regard their own interests and those of the landlord pretty well the same.

Mr. *Griffiths.*

11,643. What do you mean by saying that the absolute power of the landlord would destroy the manhood of the tenant ?—The tenant's livelihood depends so much on the landlord at present that he does not feel himself a free man. It is so much in the hands of the landlord that he does not feel himself a free man or an independent man.

Mr. *Griffiths*—continued.

11,644. You say again that farmers' children are not educated as well as paupers' children. Is that the reason why so many of them become farmers, that they are not fit to go to anything else ?—I say it is a reason why they become labourers on the farms ; not half of them become farmers. The other half go in for something else.

11,645. They do now ?—I did not say that half of them become farmers.

11,646. Then you do not say that they are so badly educated after all ?—They go and work as labourers, and do not take advantage of the education they have received.

Chairman.

11,647. There is one question put by Mr. William Humphreys which the Commissioners think had better not be put. A question by the Rev. W. Thomas : "Was the witness ever intimidated by a minister or a deacon ?"—No, I do not know that it is so.

11,648. "Do you know of any instances of such intimidation ?"—So far as I know that class, they are only a terror to wrong-doing.

11,649. Does that mean yes or no ?—No.

11,650. Question by Mr. Vincent : "Is it not "perfectly usual for farmers' sons to become "ministers, clergymen, and doctors ?"—Some who are farmers' children attain or follow those vocations, as well as those who are children of labourers.

11,651. Does that mean yes ?—Yes.

11,652. Mr. Vincent asks, "Mr. Nanney speaks Welsh, does he not ?"—I heard him say by this table that he is a very good Welshman, but I have never spoken Welsh to him.

11,653. A question by Mr. Owen Wynne : "Did not you stand as a candidate for the County Council ?"—Yes.

11,654. "Were you not beaten by Mr. Nanney" ?—Yes.

11,655. "Was not the election conducted under the Ballot Act ?"—Yes, so far as I understood, it was carried on under the Ballot Act.

11,656. Question by Mr. Vincent : "Would "you let land if you had it on terms which "would leave a man able to 'run' the land at "the end of the tenancy ?"—I should try my best to persuade him to do differently, and if he did not do so I should take time to consider what I should do with him afterwards.

The witness withdrew.

Dr. ROWLANDS called and examined.

Chairman.

11,657. Where do you live?—Llanaelhairn.

11,658. You are a physician and surgeon in practice?—Yes.

11,659. You have been so for the last 15 years?—Yes.

11,660. In what sort of district is yours?—An agricultural district and a quarry district.

11,661. You know the life of the farmers and the farm labourers?—Yes, quite well.

11,662. What sort of state are the houses in generally?—The houses are not all satisfactory, that is, as to sanitary condition, most of them. As a general rule the sanitary condition does not get proper attention.

11,663. Are the farm buildings too close to the dwelling-houses, and are the houses filled with bad smells?—Yes, in some parts.

11,664. Is the sleeping accommodation of farm servants good?—Very bad.

11,665. Where do the men generally sleep?—In out-houses; that is, in stable lofts.

11,666. Can you give us an instance?—I know of one stable loft which is only a few feet high. If a man was to sit in bed his head would be through the roof. There is no partition or railings between the bed and the horses beneath. If that man was to tumble out of bed he would fall underneath the horses.

11,667. Is that a common state of things?—No, it is not common. I am naming one instance of a bad case.

11,668. That is a very bad case?—That is a very bad case. They are not all the same. In this place, besides that, the pigstye is just above the kitchen where the men servants are eating, and where they are cooking food for them, and there is a sloping ground, and all the dirt from this runs down to the back of that stable, passing the front of that kitchen.

11,669. Is it easy for tenants to get their buildings put in repair by their landlords?—I am afraid not.

11,670. Are the tenants afraid, in your opinion, of pressing their landlord upon this point?—Yes, they are very much afraid.

11,671. Do many labourers live in cottages?—Yes, some.

11,672. Do you know of any farms with cottages on them?—Yes, I do.

11,673. Are those cottages sub-let very high?—They are sub-let very high, while the tenant farmer pays very little for them, and will not do any repairs on the house.

11,674. Are the conditions under which the labourers live favourable for any attempt at self-improvement?—No, it is quite different.

11,675. How long do the labourers work?—They work as a rule from six to seven, but there are instances where they keep them, perhaps, from six till nine o'clock or ten at night; but those are exceptions from the rule. The rule is from six to seven.

11,676. Have the labourers ever rebelled against these conditions?—They did some time ago, and the reduction became then from six till seven.

Chairman.—continued.

11,677. Where do they get after the working hours?—They are very apt to come to the villages, to the crosses there, and to flock together, but others go, perhaps, to public houses and to different places and roam about.

11,678. Then do the maids stay in the house?—I believe they do.

11,679. And there is nowhere else for them to go?—There is nowhere else for them to go—except to the stable loft.

11,680. Do you consider the conditions of the maid servants in your district satisfactory?—It is quite otherwise, it is not satisfactory at all.

11,681. It is not proper, and not right, and not as it should be?—No, it is not right.

Lord *Kenyon.*

11,682. Why does not the sanitary inspector interfere?—He does very often, but I am giving it now as a general complaint to the Commission, a thing that is well worth notice, that the sanitary inspector should get more instructions to be careful about the condition of affairs in the country districts.

11,683. The law is very strict about that?—Yes.

11,684. If the sanitary inspector complained, the landlord is bound to see that the place is in repair?—Yes, but there are very many houses which come very nearly within the law, but not quite within it.

11,685. But surely that matter lies within the province of the sanitary inspector?—It does so, but I am dealing with the state of things as they are.

11,686. Yes, but I think the fault lies with the sanitary inspector not drawing the attention of the landlords to the defects. That is what occurred to me. Now, you mentioned one very bad case indeed of lodging for the men. Would you mind stating where that is?—I would not mind doing it but I would rather not. If I am pressed to do it I will name the farm. I believe I wrote to the agent; I am under the impression that I informed the agent about the pigstye. I had one man suffering from pneumonia there, and had to remove him to the house at the time, but I would rather not name the place, as I do not desire to bring anything of a personal character, but I will do it if you wish me.

11,687. I certainly will not press you. You say you know of farms with cottages, and that these cottages are sub-let by the farmers at treble the rent which the landlord has charged?—Yes, I believe so.

11,688. I conclude you think it better that the labourers should hold their cottages direct from the landlord?—Oh, by far better.

11,689. We sometimes hear one opinion and sometimes the other?—I say it will be far better for those men to have the houses from the landlords themselves.

11,690. You say the condition of maid servants is worse than that of the men. What

Lord *Kenyon*—continued.

would you suggest as a remedy for that, more rooms or what?—The maid servants work as a rule from five in the morning until eight at night, without any intermission, and without any educational opportunities. What I would suggest as a remedy is a good night school, and nights out for them to go to the night school, and proper matrons to teach them in cooking, housekeeping, and in morality.

11,691. Is the moral state of the country very bad?—I do not consider it very bad, though there are several illegitimate children, but I do not consider that prostitution.

11,692. Is the bedroom accommodation in the farm houses insufficient then?—It is not what it should be. I have not seen a single case brought before the magistrates between people that are working in the quarry. They live quite differently. I never saw a young man and young woman belonging to the quarry bring a case before the magistrates, to Pwllheli, since I have been in Llanaelhaiarn. There are several hundreds of people living in Trefor, but I have not seen a single case there. In the farmhouses it is different, therefore I conclude that there must be some mischief in the sleeping accommodation, and in the connexion between them and the farmhouses.

Mr. *Brynmor Jones.*

11,693. You mean, I suppose, that with regard to the affiliation cases that come before the petty sessions you find the parties are generally farm labourers?—Always.

11,694. I do not quite understand whether, in regard to the sanitary condition of the farmhouses, you think the law defective or the administration of the law defective?—Perhaps there might be some defects in the law, as well as in the administration of the law.

11,695. Would the matter be improved by the greater localisation of government; for instance, by the establishment of district councils and parish councils?—I believe it would to a great extent.

11,696. What, for instance, is the area of the Rural Sanitary Authority which you are more particularly speaking about?—I really cannot say.

11,697. Take the very bad case, the name of which very properly Lord Kenyon did not press you to mention, in what union is that?—In the Pwllheli Union.

11,698. Is that a very extensive union?—Yes.

11,699. How many parishes?—I do not know. Some members of the Board of Guardians are here. I am told 26.

11,700. I daresay we can find out otherwise. Do you think the area is too extensive for a proper supervision by the sanitary officer?—I believe it is, and besides that, we as medical men are not to report houses as a rule, unless we get cases of certain fevers there, and then we do not take upon ourselves to report them, because other men are paid for looking after that work.

Mr. *Brynmor Jones*—continued.

11,701. I mean you have no independent power, you as a medical man, practising at Pwllheli, have no independent power to report or call the attention of the Authority?—No, it is not my work.

11,702. To call attention to any defect that you may notice in regard to sanitary arrangements otherwise than incidentally to the obligation cast upon you to mention the existence of certain diseases?—Yes, certain fevers. That is all my authority.

11,703. What strikes me is this, that your evidence suggests that there should be more than one medical officer of health. Is that so?—I do not suggest that, but I suggest this, that the buildings all through the farms should be better, and so much better that they should allow one room for the men servants to sit together in the evening, and not to go down to the towns and to the villages.

11,704. But of course the question whether the accommodation is adequate, and the question whether the premises are in a sanitary condition, are two distinct questions, are they not?—Quite so.

11,705. I was dealing for the moment with the sanitary condition. Do you think that the landlords are in fault in regard to the matter?—There is no doubt that they are to be blamed, as well as the farmers, to a certain extent.

11,706. I presume that the defective sanitary condition proceeds from the fact that there is nobody ready and willing under our present system to spend a sufficient sum of money?—That is it.

Mr. *Griffiths.*

11,707. Are you the medical officer of health for the district?—No.

11,708. Who is?—Dr. Rees, of Carnarvon.

11,709. Does he live at Carnarvon?—Yes.

11,710. And inspects this neighbourhood here?—Yes.

Mr. *Brynmor Jones.*

11,711. Carnarvon is in a different union is it not?—Dr. Rees is medical officer of health. He is inspector in Pwllheli Union, as well as in Carnarvon Union, but he is medical officer of health.

Mr. *Griffiths.*

11,712. Are there no reading rooms in the villages about here?—No, none whatever.

11,713. I have seen one of them as I came along?—Not in our district.

11,714. Are there none in your district?—No, there are none in our place.

Lord *Kenyon.*

11,715. Do you think that they would be successful if there were any?—I believe they would.

11,716. How would you propose that they should be managed, by the labourers themselves?—Yes, by the labourers.

Lord *Kenyon*—continued.

11,717. If a room could be got for them?—Yes.

11,718. To make it into a sort of club?—Quite so.

Mr. *Richard Jones.*

11,719. Do you find that the inspector, as a rule, is reluctant to carry out his duty?—No, I do not find that.

11,720. Are there many houses here in the neighbourhood of only one story, that is, with all the rooms on the floor?—Yes, several.

11,721. What do you say in regard to cottages of that kind?—They are very unhealthy, and very inconvenient for medical men to attend cases there.

11,722. You are in the habit of attending labourers and the peasantry. What do you say about their diet? Is it satisfactory for manual work?—No, it is not. Their food is almost in a raw state. That is a reason why I should suggest a school of cookery for the farm servants, to learn cookery, and to manage the house when they get married.

11,723. Are there many cases of drunkenness?—We happen to be, in our parish, very well up in the temperance cause. We have but one public-house with 1,400 inhabitants, and a quarry of 400 men working there.

11,724. I do not know whether you mentioned anything about village reading rooms. Are there any village reading rooms?—No.

Mr. *Seebohm.*

11,725. Is the Rural Sanitary Authority in your district the Board of Guardians?—Yes.

11,726. Who are elected to the Board of Guardians? I suppose a large majority of farmers?—Yes, farmers.

11,727. A very large majority of farmers?—A very large majority.

11,728. Then the difficulty is rather that the sanitary inspector is not well backed by the Board of Guardians. Would you say that that is the cause?—I would say that that is the cause.

11,729. Then supposing that you lessened the district, do you think that would make it more easy to get a board which would be above suspicion in the matter, and which would carry out the law?—I believe it would, because it would become a matter of self interest, and besides it would be one of great importance to the medical man of the place as well.

11,730. But is not one of the difficulties this, that every sanitary improvement that has to be made is a cost to the farmer?—Yes, that is a great difficulty again.

11,731. So that it is rather like judging upon their own cases, and being biassed against the expense?—Very much so. It goes to their pockets to pay in the rates.

Mr. *Grove.*

11,732. Do you know of any cases where attention has been called to an insanitary state of things and it has not been attended to?—Only the one I have mentioned.

11,733. But as a rule, as far as your experience goes, when attention is called to matters are they attended to?—As a rule they are attended to.

Professor *Rhŷs.*

1,1734. I have in my hand the annual report of Dr. Rees, the medical officer of health for 1891, and I see here in the Pwllheli Union some very bad instances mentioned. Is your parish within the Pwllheli Union?—Yes.

11,735. For instance, he says, "I also received "a complaint respecting the state of—." I need not mention it by name—"which was said to be "entirely unfit for human habitation. I find "that the ground floor chambers were rotted "away by moisture from the foundation and "the bedroom floor was as bad; the bed was "mouldy, and the sleeping rooms were danger-"ously dilapidated, besides being very damp. "The roof also was dangerously dilapidated. "Water flowed down from the walls and into "the bed. This house has since been entirely "renovated"—I believe this was about two years ago. If it is the same case as the one I mean, it was I who reported it, I believe. It was about two years before it was attended to, and the man there was suffering from Bright's disease.

11,736. I do not suppose there is any reason why I should not mention the place to you, as it is in print. It is Ty Fair, Bryn Croes?—No, that is not the place I referred to.

11,737. There are two or three very bad instances here, but they have been attended to since. But what I intended to ask you is this—whether this dampness and dilapidated state of buildings is a very common thing?—Yes, very common.

11,738. Still very common?—Still very common in some houses.

11,739. Not so bad as this I suppose?—I may say that this is somewhat exceptional, but the cases are far too common.

11,740. Whose fault is that, do you think?—Well, I reported this case, and I believe it was about two years before it was remedied. I do not know where the fault lies.

11,741. Whose estate was it on? You do not wish to say, perhaps. I will not press that question?—Thank you, but I may say this, that the landlord himself was not responsible for this house. It was his tenant that was responsible for it.

11,742. That reminds me of a question I wanted to ask you with regard to the labourer's cottages. Who lets them, the landlord or the tenant farmer, as a rule?—The tenant farmer as a rule, if they are on the farms.

11,743. Do you think the repairing is better attended to, or worse attended to than if they are let by the landlord himself?—It would be far better for the men to have the landlord direct let the houses to them, because, very often, perhaps the landlord lets these houses for 1*l.* to the

Professor *Rhŷs*—continued.

tenant farmers, and they charge 3*l.* or 4*l.* for the house, and then they will not repair a halfpenny worth on it.

11,744. Did I understand you to say that the lack of accommodation or proper accommodation for the farm servants leads, amongst other things, to immorality?—I believe it does.

11,745. You suggested that the maid servants should be taught cookery and other things?—Yes.

11,746. Have you thought out any scheme by which that could be arranged in a scattered district?—To have proper night schools, and for the maid servants to get out on certain nights to go to the school, and to have proper persons to superintend them; I know of no other plan.

11,747. Then you would drive the men servants to a night school of their own, I hope?—Yes, if I could.

11,748. Now to come to quite another matter. May I ask you if you have ever given any consideration with regard to this district of Lleyn to the question of light railways? Do you think if you had a railway from here, we will say, through the more populous parts of this district to Aberdaron, it would be a good thing for the country?—I believe it would be a splendid thing for our place, at any rate. I am not so well acquainted with Aberdaron.

11,749. Where is your place?—Llanaelhaiarn, six miles from here on the road to Carnarvon.

Chairman.

11,750. I have one question put in by Mr. William George. "Are the farmers too timid to "insist on the landlords erecting proper buildings, "in your opinion?"—I believe they are, and their timidity can be seen from the fact that they do not come forward to give evidence before this Royal Commission. I believe they are too timid, most of them, to come and give evidence before this Commission, unless they are under a Receiver or have a lease of their farms.

Mr. *Griffiths.*

11,751. Do you think landlords can afford to build cottages and let them at 1*l.* a year?—Oh, I believe they do, that is, an old cottage that is on the farm.

11,752. It must be a very poor one?—Very, very poor, far too poor for any one to live in.

11,753. Do you recommend that kind of cottages?—I do not, but I should recommend the landlords to have those cottages in their own hands, either to do away with them or to repair them properly for the men.

11,754. You say that it would be better for a labourer if he held his cottage direct from the landlord?—Yes, I do.

Mr. *Griffiths*—continued.

11,755. Which do you think would be the best for the farmer?—I do not see that the farmer should have anything to do with the letting of a cottage which belongs to the landlord.

11,756. Is it not convenient for him to have the labourers near the farm house? He would rather have power over the labourers?—Yes, it should be so, but of necessity these men, perhaps, do not work on the farm.

11,757. But I mean farm labourers that are working on the farm?—It is very few of those that are let in our place.

11,758. Then I was going to ask you this. You have spoken about the sanitary state of the neighbourhood. How about the water supply in the farmhouses and the cottages generally?—I can say about the places in our village that the water supply is something shocking. We have plenty of good water near us, and we cannot get it properly into the village. It is in a shocking condition.

11,759. What do you mean by that?—That in the village of Llanaelhaiarn the water supply is very bad, and could be made better.

Mr. *Brynmor Jones.*

11,760. Do you know of a place called Llanengan?—I know it by name; I do not come from that direction.

11,761. Do you remember reading of a case that came before the Petty Sessions at Pwllheli here in November of last year, reported in the *Carnarvon Herald* of November 18th, 1892?—I do not. See 13,51 13,51

11,762. It appears from that case, which was a case of alleged arson, that the rent charged was 1*l.* a year, that the house was made of mud, and that there were only two rooms in the house, and that the partition between the rooms apparently was made of cloth and placed there by the tenant herself. Do you remember anything of that?—No, I do not remember, but I know of some very much like it in our place.

11,763. You do know of other mud houses?—Yes, I know of some.

11,764. In that case it appears that the house belonged to Mr. Assheton Smith, but was sub-let to Mr. Evan Roberts, a tenant farmer. Do you know Evan Roberts?—The houses I was referring to that belong to Mr. Assheton Smith were in Llithfaen here, near Pwllheli.

11,765. That is the description of the house as I gather from the case; there is nothing special about the facts; the magistrates dismissed the case of arson against the tenant. Do you know of other houses that answer the same description?—Yes, very much the same description.

The witness withdrew.

Mr. David Davies called and examined through an interpreter.

Chairman.

11,766. Shall we take your evidence in Welsh?—Yes.

[The following statement of the witness was read by the interpreter.]

"Mr. David Davies, farm labourer, Penrallt, Llangybi.

"I have been in service for about 39 years.

"I am now for some time working by the day and going home to sleep at night.

"The places allotted by the farmers to their servants to sleep are altogether improper on account of size and situation, being only small rooms with very limited head room, scarcely sufficient for an ordinary man to stand erect in. Other servants sleep in lofts above the cattle either in stables or cowhouses. There is seldom room in the farmhouses themselves; they generally are very small and without rooms upstairs. They try and place one bed in such a position so as to screen another. I have been sleeping one of six in a loft above cows, there was not sufficient room for a person to stand erect in. There were three beds placed in the room. The narrow space between the beds was all the room we had. I have been walking miles during the half year in order to sleep elsewhere than in this room.

"The farmer's food is not of the best. It generally consists of salted meat, which is kept for a year or so until it is hard and difficult to eat. It is not often that the farmer's family or the servants get fresh meat, but when they do get it it is only the head of a cow or pig when one is killed. Generally when a cow is killed for the farmer's use it is one which could not be sold to a butcher. If a cow is a good one it is always sold to pay the rent.

"The bread is better than it used to be, because they have failed to bake barley these last few years, and the farmers are compelled to buy wheaten bread.

"The butter is generally fresh and good, but the farmers can afford to give but very little to the servants, and little even to their own children.

"The children are worked hard from morning to night. They are taken from school altogether when very young, and during busy periods of the year they are kept at home from attending school so that they may perform errands.

"I have often had the cattle under my charge for the winter, and several times have the farmers' wives been asking me to give the best hay to the best milch-cow so that they might get butter in order to pay the rates and get some clothing for the children to protect them from the cold. I never saw women in my life working harder than the farmers' wives. They care for the food of several animals, pigs, hens, &c., and they also very often work on the land during harvest time. They mend old clothes, and alter them to fit the children, they stay up late at night and get up early in the morning.

"I have been forced to get up five o'clock in the morning and to work to 8 p.m. and during harvest time until from 10 to 11 p.m.

Chairman—continued.

"I have heard complaints made to the farmers about sleeping accommodation. The farmer often replies that he should be glad of a better place to sleep for himself and his servants, but it is of no use asking."

11,767. You say you worked from 5 a.m. to 8 a.m.?—Yes, I have been working those hours.

11,768. Is that what you do now?—Oh, no, it is from 6 a.m. to 7 p.m. now.

11,769. How did those hours get reduced?—We had several meetings some time ago. It is only a twelvemonth or two years.

11,770. How long are you allowed for dinner?—Only the time that it takes me to eat my dinner.

11,771. What would that be about, 10 minutes or a quarter of an hour?—Generally a quarter of an hour, more or less.

Mr. *Seebohm.*

11,772. Are there any labourers on the Board of Guardians?—I do not know that there are now.

Mr. *Richard Jones.*

11,773. Are the labourers, when they get on in years, very reluctant to go on the parish?—They prefer to do almost everything before they seek parish relief. They work as long as ever they can.

11,774. Is there great objection to going to the workhouse?—Yes, a good deal.

11,775. There is one thing I should like an explanation about. You have been working on the farms. For what animals do they utilise gorse here?—Horses, but they give it to cattle as well.

11,776. When do they "stock" the gorse, what time of the year?—Winter.

11,777. Do they put it through the chaff cutter?—Yes.

11,778. And they mix it with corn?—Yes, or mix it with anything, straw sometimes.

Mr. *Griffiths.*

11,779. What do you understand by saying that they kill a cow that could not be sold. Is it through disease?—I do not think through any disease, only that it is harder to fatten one animal than the other.

11,780. Is it because they get too heavy?—Some are so perhaps.

11,781. You say again that they fail to make barley bread. Why should they fail?—Because the barley is unwholesome.

11,782. Owing to the bad season that you have had?—Yes, bad seasons often.

11,783. Do you consider that it is the farmer's fault that you have no better sleeping accommodation?—No, I do not think so. They have no better place to give them.

11,784. How do you say it is no use asking?—The landlords refuse to provide better accommodation.

11,785. Surely the landlords are not so bad as that?—They have not so far provided such accommodation.

Mr. *Griffiths*—continued.

11,786. Do you think an aged labourer should have a small pension, instead of going into the union workhouse?—Yes, I should say so.

Mr. *Richard Jones.*

11,787. Are you a member of a benefit society?—No, I am not.

11,788. Do the labourers generally in your district avail themselves of a club? Is there a club?—No, there is no such club or society in my district.

Mr. *Richard Jones*—continued.

11,789. Do the labourers in your district generally kill a pig for their own use?—One occasionally, but it is an exception.

11,790. Then in those cases where they do not kill a pig they send to the shops for bacon when they want it?—Yes, some.

11,791. Which do you consider the cheapest?—It is very difficult to say on all occasions. The circumstances are not the same always.

The witness withdrew.

Mr. Evan Pritchard called and examined through an interpreter.

The following statement of the witness was read by the interpreter.

"Mr. Evan Pritchard, Rhydau Cottage, Llannor, Farm Labourer.

"I am at present foreman labourer ('hwsmon') to Captain John Roberts, Tymawr, Llannor.

"I have been working as farm labourer in this district for the last 33 years, and as foreman for the last 20 years.

"The average wages of a foreman of late is 14*l.* the half year.

"We get board and lodgings on the farm in addition.

"I am a married man and sleep at home, which is about a mile off, but have all my meals on the farm with the other farm servants.

"Wages are now considerably higher than they used to be. I remember them as low as 8*l.* a term (half year), and I believe that they have been lower than that even. I heard one elderly farmer say that it used to be a matter of remark in the country if a foreman got 5*l.* the term.

"As to food, on the whole there is a change for the better as to this, but farmers vary considerably in their treatment of their servants.

"Generally speaking our meals are made up as follows:—

"1. Breakfast: Oatmeal bread in broth (browes) occasionally but not often; this is followed by tea.

"2. Dinner: Potatoes and salt beef or bacon; fresh meat very rarely, butter-milk to drink.

"3. Tea in some places, with a limited amount of bread and butter. In other places butter-milk and bread and butter.

"4. Flummery ('llymru') or porridge.

"*Hours of labour.*—These have recently been curtailed, in winter from 15 hours to 13 hours, except those that tend the horses and cattle, who work 15 hours still. During harvest-time we all work indefinite hours.

"*Accommodation.*—Lack of accommodation is our greatest grievance as farm labourers. In the first place there is no room at all on the premises to which the young men might go after working hours either to read, chat, or otherwise amuse themselves. They are not allowed to enter the house at all except for meals, and they are looked on as trespassers if they go there otherwise. The only other room to which they might go is the hay or stable loft in which they have to sleep, and this is totally unfit to spend more time in them than you can possibly help.

"These rooms are dark, cold, and draughty in winter, and hot and poky in summer.

"The consequence is, that many are driven either to the public-houses or to prowl about the country on fun or mischief bent.

"I think that the landlords ought to be compelled as a condition of receiving rent for their farms to provide suitable accommodation for the labourers that work the farm and make it produce any rent to him.

"It is impossible for the tenant to effect these improvements. It is as much as he can do under present circumstances to make both ends meet, though he and his family live and work hard and receive very little in return."

Mr. *Brynmor Jones.*

11,792. Do you think that it would be of any advantage if some public body were given power to acquire land for the creation of labourers' cottages?—Yes.

11,793. What body would you suggest? Let me put it to you. Do you suggest that the County Councils or the proposed District Councils in the place of the Boards of Guardians ought to have the power?—I really do not know which would be the best.

11,794. I understand you to say that there is now a difficulty in getting really proper cottage accommodation at a fair rent?—Yes, in the country, without going to the village.

11,795. But are the houses in the village all that are to be desired?—No, they are not all.

11,796. Do you hear any desire expressed among farm labourers in this neighbourhood for portions of land, for small holdings of land sufficient to keep a cow on?—Yes, a good deal.

11,797. There is a good deal of talk about it?—Yes.

Mr. *Griffiths.*

11,798. Are there many labourers that have land to keep a cow on?—Very few.

11,799. Do you think it would be advantageous for a labourer to have it?—Yes, so long as it pays.

Mr. *Griffiths*—continued.

11,800. Do many young men place their spare money in the bank?—Some do and some do not.

11,801. Are there many privies for the labourers attached to the farmhouses?—No, there are not.

Mr. *Richard Jones.*

11,802. To whom do you attribute the want of accommodation for the servants; is it to the tenant or to the landlord?—To the men who designed the buildings—the architects.

11,803. Do you mean to say that there is no accommodation in the houses as they are, for the servant-men?—They do not allow the men-servants to be in the house.

11,804. But is there room for them?—No, if they were to be allowed to sleep or to be in the house there would be no accommodation for them—the men-servants.

11,805. And houses are still built in that fashion without sufficient accommodation for the men?—Yes. No one builds them with the intention that the men-servants should live in the house.

11,806. Have you any complaint to make? Is the bed-clothing changed frequently in the rooms where they sleep?—Yes, the bed-clothes are changed often enough in the places I have been accustomed to.

11,807. You have no complaint to make in that respect?—No.

Mr. *Seebohm.*

11,808. Are labourers generally hired at fairs?—Yes, that is the rule.

11,809. And they are hired for the half-year?—Yes.

11,810. Till the next fair?—Yes.

11,811. They cannot leave during the half-year?—No, I do not know that they can.

Mr. *Seebohm*—continued.

11,812. Do they generally change masters at each fair?—No.

11,813. They will go on for several years with the same masters?—Yes, some.

11,814. And some only?—Yes.

11,815. And do they take into account the accommodation at the farmhouse before they hire themselves to a particular master?—I do not know how the other servants do, but I always do so myself. I take that into consideration.

11,816. Then, on the whole, do you consider that this hiring fair is advantageous to the labourer?—I rather think it is.

11,817. He gets his wages, whatever the weather may be, exactly the same all through the half-year, does he?—Yes.

Lord *Kenyon.*

11,818. Is it ever the case in this country that there is an unoccupied parlour in a farm-house—I mean to say which is only used occasionally?—Yes.

11,819. Often?—Yes, in almost every farm-house.

11,820. And if that was occupied, would it not give the men more accommodation on the ground floor?—They do not live there unless there is something exceptional.

Chairman.

11,821. I have two questions put in by Mr. William Humphrys: "How much rent do you pay for the cottage in which you live"?—4*l.*

11,822. "And who is your landlord"?—Thomas Ellis Erngoed.

11,823. "Would farm labourers prefer to feed themselves than to be fed by the farmers who employ them"?—Some prefer one way and others prefer the other.

Mr. William George called and examined.

Chairman.

11,824. Have you prepared a statement of your evidence?—No, I have not had time to write one. I will put in some agreements.

11,825. What are you going to speak to?—I am going to speak to the effect of the land laws upon the condition of the farmers generally. I have got something which I can read out.

11,826. Very well. You will not be very general; I mean you are not going to give very discursive evidence; you are going to keep to one point; are you not?—Yes.

11,827. I mean we have several other witnesses, and we do not want any theories. You must confine yourself to what you know, to facts and remedies, not theories?—Yes. I am a solicitor practising at Portmadoc, Criccieth, and Pwllheli. I come from a farming family, and turn a good deal amongst the farming class, and have an intimate knowledge of a large

Chairman—continued.

proportion of the farmers in the surrounding country. I had intended bringing before the Commissioners a series of facts within my knowledge, which prove the paralytic state of fear of their landlords in which a large number of the tenant farmers of these parts live; but as your stay here is so short, and there is other important evidence to follow, I must content myself with expressing the opinion that the present demoralised state of the Welsh farmer loudly calls for such protective measures as will not only secure his commercial interests, but by putting him on a footing of greater equality with his landlord, will be the means of infusing into him greater independence of spirit and developing in him a higher type of manliness. That the landlords of Wales have very absolute powers over the livelihoods of their tenants at the present moment needs no proving, and that they

Chairman—continued.

do not, metaphorically speaking, "hesitate to shoot" when it suits their purposes to do so is equally clear to my mind, and unfortunately for himself the Welsh farmer is an extremely vulnerable animal. His attachment to the soil and to the locality he was brought up in is proverbial, and it is a well-known fact that he will suffer any indignity almost rather than leave his farm. Mr. Walter Jones said on Saturday that he placed no value on mere sentiment, and everybody who like myself knows anything about his dealings with the farmers on the estates under his management will be prepared to give him credit for sincerity and consistency when he made this declaration. To show the nature of the authority exercised by the landlords over their tenants, I should like to put in a number of agreements of tenants in use in these parts, and to draw attention to some of the clauses. This is the agreement of the Nanhoron estate, Lleyn. (*Producing it.*)

11,828. Belonging to whom?—Belonging to the trustees of the late Mr. Lloyd Edwards. I will not go through it in detail now, but I have marked the passages I object to.

11,829. Just call attention to any passages which are particularly hard there?—Yes. I will put in the agreement with the passages which I have myself marked, and then you can look at them for yourselves. The first is the agreement of the Nanhoron estate, Lleyn, belonging to the late Mr. Lloyd Edwards. The next is the Cefn-amwlch (Carnarvonshire) estate, belonging to Col. Wynne Finch, I believe. The next is the Penrhyn, belonging to Lord Penrhyn: and the next is the Llanfair estate, belonging to Captain Wynne Griffiths. (*Handing in copies of the four agreements.*)

See 13,692.

11,830. I think you had better call the attention of the Commissioners to anything you find particularly harsh in those covenants?—Very well. This is the Trallwyn estate, belonging to Mr. J. E. Lloyd.

11,831. What is there hard, or what is there you want to call to our particular notice there?—I will call your attention to this one which is in my hand now—the Trallwyn estate.

Lord *Kenyon.*

11,832. What is the date of it?—This one I have in my hand is dated 18th September 1882. It is in the same form. "On change of tenancy "the incoming tenant to be allowed to sow "clover and grass seeds in the spring of the last "year's holding of the outgoing tenant, or to "pay to the outgoing tenant for such as he may "have sown at a valuation, and all the hay and "straw and green crops and manure of last "year that shall remain on the farm without "being put in the land to be sold to the in-"coming tenant at a fair valuation to be made "by two indifferent persons, one to be named by "each party, and if they disagree, an arbitrator "to be named by the landlord or his agent to "make his award final." I consider it unfair that the appointing of the umpire shall be in the hands of the landlord or his agent.

Lord *Kenyon*—continued.

11,833. Then the next agreement?—Then as to the Nanhoron agreement there seems to be very little discretion allowed to the tenant as to the mode of cultivation; for instance, there is a fine of "30*l.* for every acre, and so in proportion "for every greater or less quantity of an acre, of "a meadow or pasture ground parcel of the "premises which the tenant shall plough up or "convert into tillage."

11,834. That is ploughing up permanent pasture?—Yes. Then there are in each of the agreements very careful provision for the preservation of the game. Here is in the agreement of the Nanhoron estate again, clause 11: "The "exclusive right and privilege of fishing, hunting, and fowling upon the said premises is "reserved to the landlord with full power to "himself, his friends, and all persons authorised "by him to enter upon the premises for the "above purpose, or in relation thereto;" and the next clause deals with the same question: "The tenant shall protect all game, wild fowl, "and fish upon the said premises, and warn off "all persons who shall hunt, shoot, fish, or sport "upon the premises without the consent of the "landlord, and shall give the landlord immediate "notice of any person offending." I do not think it is right to try to convert the tenant-farmers into game-keepers for the landlords. Then as to the provisions for compensation, clause 15: "The tenant to be entitled to fair "compensation on quitting for any of the following improvements which may have been made "by him, namely, for all new farm buildings "erected with the written consent of and at an "agreed cost with the landlord or his agent, "provided that such farm buildings are delivered "up in good and tenantable repair." I do not think that the tenant is on a footing at present to be able to go to his landlord and either demand that the buildings shall be made by the landlord, or that he will do them himself. He is too timid and too much afraid of his landlord to do that, and the result of such a clause as that in an agreement is that when a tenant has made the improvements he finds at the end of his tenancy that he has no legal claim; and then, here is a very stringent clause, clause 18:—"If "the said rent or rents, or any part thereof, "shall be in arrears for twenty-one days next "after any of the days whereon the same is "reserved as aforesaid, or if the tenant shall not "in all respects observe and perform all and "every the conditions and agreements herein "contained on his part, it shall be lawful for the "landlord to enter upon the premises and to "remove the tenant without making any allowance to him for any acts of husbandry, and "such entry shall not be construed to discharge "any rent or rents then due." For any trivial offence the tenant may commit against this agreement, he is likely to forfeit all the advantages that he otherwise might have had.

Mr. *Brynmor Jones.*

11,835. Your point is, that he would not have the opportunity of giving the notice he

Mr. *Brynmor Jones*—continued.

would have to serve under the Agricultural Clauses Act, I suppose?—More than that, under this clause, if he had failed for instance to inform his landlord that there was a poacher on a certain day on his land, then he would be liable to forfeit all his rights in respect of the improvements he may have executed on the land.

Chairman.

11,836. Is this a lease or an agreement?—This is an agreement. Then there is clause 20. "The Agricultural Holdings (England) Act, 1875, "or any part or provision thereof shall not "apply to this contract nor shall any custom "of the country affect the same or be set up in "opposition thereof." I think that it is unnecessarily harsh to deprive the tenant of the benefit of an Act of Parliament passed for his protection as well as of the customs which have grown up in his favour. And there is a further forfeiture clause, the last in that agreement. "If the tenant "shall be adjudged a bankrupt or make any "composition or arrangement with his creditors, "or take any step or proceeding in order thereto, "or in liquidation, the tenant's right hereunder "shall be thereupon absolutely forfeited and the "landlord may immediately re-enter without "the consent of the tenant or any officer or "trustee, and without prejudice to any claim "for arrears of rent or damages for breach of "agreement." The harshness of that speaks for itself, especially so during these hard times for farmers.

Lord *Kenyon.*

11,837. What is the date of that agreement?—It is the form of the agreement. There is no date to it. It is in blank.

11,838. It is in use now?—I believe so. That is how it has been given to me.

Mr. *Brynmor Jones.*

11,839. The reason I put that point to you is this. Of course if the agreement contravenes the provisions of the Agricultural Holdings Act so far as the claim for compensation is concerned, it is null and void, but as I understand your meaning, the Act is virtually got rid of, because the tenant, when the landlord resumes possession and the tenancy is determined, has had no opportunity of giving the two months' notice required by the Act?—No, and as a matter of fact, he is entirely ignorant of the provisions of the Act, so that he would not know of it, and I would state here as to the utility of the Agricultural Holdings Act to the farmers, my experience of this Act is, that it is entirely useless. I have been consulted from time to time in a large number of cases by farmers, and I cannot bring to mind a single case in which I have been able to tell a tenant farmer that he has a good claim under this Act against his landlord owing to these restrictive provisions, and more especially owing to the provision that the consent of the landlord is required beforehand, and a written notice given to him. Then on the Llanfair estate agreement there is a similar provision as to the game, "and the tenant is strictly to prevent all "trespassers in search of them," and it follows the other one pretty much the same.

Professor *Rhŷs.*

11,840. But does the same forfeiture or payment take place?—No, I think not. The forfeiture clause is this: "Should the tenant die, "become bankrupt, or insolvent, assign over "his effects for the benefit of his creditors or "compound with his creditors, or should his "effects be taken in execution for debt, the rent "for the whole of the current year to be "immediately payable, and the landlord to have "power to distrain for the same, and the "tenancy to determine on the 13th of November "then next ensuing." That is the forfeiture clause there. Then on the Penrhyn estate agreement: "All game, woodcocks, snipes, wild "fowls, and conies are also reserved to the land-"lord, with full power for him and those "appointed and authorised by him to preserve "and kill the same."

Chairman.

11,841. There is one question sent up by Mr. Wm. Humphreys: "Is not the agreement which "you made for the landlord of Ynysgainganol "more strict than any of the agreements which "you have referred to as to the selling of the "crops at the termination of the tenancy"?—I do not think it is, but in any event that would not affect my evidence if it is.

11,842. You do not think it is?—No.

Mr. *Brynmor Jones.*

11,843. One question on that. You, of course, were acting as solicitor in that case, and acting upon instructions?—Entirely so.

[It was arranged that this witness should conclude his evidence at a subsequent sitting.]

The witness withdrew.

Mr. J. T. JONES called and examined.

Chairman.

11,844. You live at Criccieth, and you are chairman of the Pwllheli Union?—Yes.

11,845. You wish to give some evidence on the general pressure that bears on agriculture, on commons and farms in Criccieth and Llanstum-dwy parishes?—Yes.

Chairman—continued.

11,846. Will you tell us what you have to say?—As owner of the land I farm and the portions let as accommodation land in an urban district, I farm 60 acres, which are assessed to income tax at 140*l.*; union valuation 27*s.* an acre; rates, tithes,

Chairman—continued.

and taxes amount to 8*s.* per acre in 1893. The average I receive for accommodation land is 4*l.* 10*s.* an acre; similar land is let by other landlords at from 5*l.* to 6*l.* This includes all rates and taxes and the keeping in repair by landlord. Dealing with land as affected by rates, the poor rate has decreased from 3*s.* 7*d.* in the £ in 1870 and 2*s.* 9½*d.* in 1880, to 2*s.* 2½*d.* in 1892. (In that statement it will be noticed that I contradict the evidence which has been given here to-day.) The School Board rate has increased from 8*d.* to 10*d.* in the £, and is 1*s.* 3*d.* in Criccieth parish this year. I consider that land should only pay one-fourth of the School Board rates, as under the Sanitary Acts. With regard to land as affected by game, rabbits, &c., this is a very general complaints by tenants whose farms adjoin their landlords' domains where the breeding of wing game is carried on, and as most non-resident landlords only graze or let for grazing, with no corn or green crop under cultivation, the birds naturally take to other lands where good food is plentiful. I consider that tenants ought to have the right to kill all wing or ground game that feed on their farms, as hardly any compensation is given for damages done to crops. Farmers or their sons who may occasionally kill game on their farms are fined to the full penalty, far more so than for taking the goods of other people. Then with regard to land as affected by elections. After the election of 1868 the tenants of Broneifion and Caellobrith had notice to quit from the landlord, and the night before the election the agent sent his head man to them both to say that unless they voted with him they would have to leave as others were bidding for the farms. The tenant of Broneifion was, after a long begging, allowed to retake it during his life, but at an increased rent; but the tenant of Caellobrith had to leave: he was allowed to stop in the house for a year only, and the land was let to the highest bidder field by field, and the house and building were allowed to tumble down. Then with regard to land as affected by the landlord's interference with the freedom of the tenants to do the best out of their holdings, without injuring the land, by stocking their farms with mountain sheep, or letting their winter grazing to others for "defaid cadw," that is, the grazing of mountain sheep in winter. The Gwynfryn and Ystymlyn estate about the year 1872 gave notice to their tenants to discontinue letting their farms for this purpose. The Gwynfryn estate withdrew the condition after a few years. This greatly affected those tenants whose farm boundaries are poor, and having no cash to buy sheep, and in particular the small tenement holders, who received payment in the same proportion per head or per acre as the larger farmers did, when a large tract of land was taken by a large sheepowner for grazing his winter stock upon. Many of the tenants received in this way one-half their year's rent or thereabouts. I believe this was the cause of one if not two tenants having to give up their farms, the damage done by game on their crops. With

See 7,318-7,338.

Chairman—continued.

regard to land as affected by the wages of farm labourers, male and female, I may instance a farm of 225 acres, rent, 140*l.*, where four men and two women servants are kept, their wages amounted in 1886 to 112*l.*, and in 1892 to 144*l.* Three-years-old oxen on the same farm were sold in 1871 for 17*l.* per head; in 1886 for 19*l.*; and in 1892 for 13*l.* My two-year-old Welsh oxen sold in April 1878 for 14*l.* 10*s.*; in 1883, 15*l.* as yearlings in November; and in 1882 for 11*l.* 10*s.* The common land in Criccieth borough was sold mostly to adjoining owners under the Criccieth Improvement Act, 1873, except about 10 acres kept for public recreation, and the castle grounds to Lord Harlech, about six acres, for some supposed right which had been conveyed to him by the Crown. What that right amounted to, whether it was worth one penny or one pound, I could not tell. The common of Rhosllan in Llanstum-dwy parish was transferred or conveyed by the Commissioners of Woods and Forests about 1863, and apportioned to the adjoining landowners, and after enclosure let to the farms that previously pastured on it. Before this, about the year 1814, a row of six houses had been built, presumably by money lent or given by one Robert Owen, Brynffynon, to the parish. However, it is a fact that applicants for parish relief lived in them. These houses, after the common was enclosed, were claimed and have been owned by Mr. H. J. Ellis Nanney, but as far as I can find out the parish owned them, and Mr. Nanney lent no money to build them to the parish. About 1822 one John Humphreys lived in one of the houses. He died about 1871, and his daughter was evicted from the house in 1873. The rental of these houses is about 30*s.* a year. That, my Lord, is my statement.

See 11,39 17,642.

Mr. *Richard Jones.*

11,847. You say that in the year 1878 you had 14*l.* 10*s.* for your two-year-old oxen and in the year 1892 you had 11*l.* 10*s.* Was there any difference in the cost of rearing these animals? Were you better to them in one year than another?—No, it was the same.

11,848. The very same?—The very same. The first lot was sold in November or in October, that is after grazing as yearlings, but last year they were sold in April and they had, if anything, better because I gave them flour-meal.

11,849. So that not only was it less price but it was a less price at an increased cost?—Yes.

Mr. *Seebohm.*

11,850. You are the chairman of the Union, I think?—Yes.

11,851. Will you tell us what is your view with regard to the sanitary condition of things on this point. Do you consider that the board of guardians, being mostly or largely composed of farmers, is an obstacle to the carrying out of sanitary arrangements which would otherwise be carried out?—No, I never found them so, but

Mr. *Seebohm* —continued.

there is a general apathy to prosecute or even to compel landlords to repair the homesteads. There is the same apathy in offering the workhouse to the poor. There is great disinclination to both, but we never had any instance that has not been carried out after pressure after a certain time.

Mr. *Grove.*

11,852. Have you a large number of *ex officio* guardians on your board?—No, I am thankful to say that they are all left except one, and we, are very glad that that gentleman stops with us.

Chairman.

11,853. You have a book showing the wages paid in your family for over a century?—Yes. (*Producing same.*)

Chairman—continued.

11,854. Will you kindly let our secretary make extracts from this?—Yes, so long as it is returned to me, because it is an heirloom.

11,855. This question is handed up to me: "If cattle have decreased so much since 1878, "how is it that you have raised the rent of "some of your land"?—I have not raised any.

11,856. You have raised no rent?—No.

11,857. That is a question by Mr. William Humphreys?—Will he mention the place?

11,858. He simply asks that question?—I have not raised my rents since the cattle have decreased from prices I quoted in 1886. I have lowered, if anything.

11,859. Then there is a question by Mr. Watkin: "Are the persons named by Mr. Jones "tenants of Caellobrith and Broneifion alive"?—No, they are not alive; but it is a true fact that they had notice to quit on account of their votes.

Re-examined, 17,329.

The witness withdrew.

Mr. Richard Newell called and examined.

Chairman.

11,860. You have put your evidence into writing?—Yes.

The following statement of the witness was read:—

"I carry on business at Portmadoc, Barmouth, and Criccieth, as butcher, and I also represent Messrs. Webbs, seeds salesmen, and in the course of my business I travel constantly through considerable parts of North Wales, and have a very intimate acquaintance with a considerable number of farmers and their proceedings.

"I wish to give evidence, in the first place, on the insecurity of tenures, and to illustrate this more especially by referring to my own father's case.

"My father, up to the year 1860 or thereabouts, was a tenant of a farm called Cwm Meifod, Montgomery, a good-sized farm, belonging, to the best of my recollection, to a gentleman named France. My father was considered one of the best farmers in the neighbourhood, and as a proof of this, my father was told by the agent, and as a reward for his good farming, that Ystumcolwyn, a farm which was the largest and considered one of the best farms in the locality, would be let to him on the retirement or death of the tenant, who had no family. Shortly afterwards there was an agitation in the country against the Church rates, and my father attended one of these meetings and spoke against the rates. Thereupon an anonymous letter was sent to a relative of the landlord's, a brother who was also a clergyman, residing in Cheshire; and the consequence was that my father received notice to quit, and an intimation that the rent was increased by 50*l.* Just at that time the tenant of Ystumcolwyn died, and my father went to the landlord to remind him of his promise, and to ask him for the farm, but he refused his request point blank, no reason being given but that my father had offended his landlord, owing to my father's attitude on the Church question.

Chairman—continued.

The ultimate result was that my father had to leave the old home in which he and my ancestors had lived, and which had formerly been the property of the family, until the great depression which took place at the commencement of this century compelled them to sell it, nor did he get a penny compensation for the improvements he had executed on the farm, and he calculated that the money he lost at that time was 500*l.* at least.

"My father was well recognised in the neighbourhood as one of the best farmers, and the result of the treatment he got by his landlord was that his co-tenants got frightened and one by one left the estate.

"Having had this experience of the land system, my father determined that he would never again put himself within the grasp of the present land laws, and that he would not go to any farm before getting full security for any improvements he might effect, and after some difficulty and looking about he succeeded in coming to terms with Mr. Corbet* of Ynysmaengwyn, Towyn, about 100 miles distant from the old farm, whereby Mr. Corbet granted him a lease for 21 years at a rack rent of 340*l.*, an advance of 60*l.* on the former rent.* This lease was subsequently extended for four years. Having secured this lease my father farmed the place thoroughly, and executed considerable improvements, and some years afterwards, when the estate came to the market, he bought the farm for 9,000*l.*, his own improvements upon it being estimated at 7,000*l.*

"To show the poor condition of the farm when my father took it I may mention that amongst other stock which my father took with him from Montgomery were 21 Hereford calves well reared. Every one of these died on the new

* Mr. J. Corbett, the present owner of Ynysmaengwyn, has written to state that the Mr. Corbet here referred to was the previous owner of the estate, and no connexion whatsoever with the present owner (compare *Qu.* 16,256).

Chairman—continued.

farm after being left out to pasturage owing to the poor grass on the land. Also he did not reap as much corn from the land as he put into it as seed.

"In a few years afterwards, Earl Vane, the present Marquis of Londonderry, offered a silver cup for the best farming and root crops in the county of Merioneth and the upper part of Montgomery, and this cup my father won three years in succession, and at a meeting when the cup was presented to him he, at the urgent request of the meeting, at which the leading landowners of the county were present, spoke and attributed his success as a farmer entirely to the security of tenure which he enjoyed, and to the fact that he was not pestered with game laws which he knew from experience so much discouraged farmers and good farming in the locality, and that they could never hope to have good farming until they gave all their tenants the security he himself enjoyed. Unfortunately, however, the landowners present did not take kindly to this remark, and were much offended at my father's candour, and treated him with coldness ever afterwards, and made no change in their dealings towards their tenants.

"I should like to say a word as to the general condition of the farmers in this neighbourhood, and believe, as a result of my observation of them, and intercourse with them, that they are considerably discouraged by the present state of things, and that we must not expect any enterprise or improvement in farms until the land laws are radically altered so as to give the tenants security for the improvements they make on their farms.

"I believe the land is capable of producing double its present produce, as well as making the farmers much more contented and manly than they are at present, and raising farming from being a haphazard calling to one of science and industry.

"I wish to emphasise the fact that the Welsh farmer's sense of insecurity is a real practical thing which influences his treatment of the farm, and not a mere legal theory which he half believes in. Not only does he know that in law he has only a yearly interest in his farm, but very often the bitter experience of himself and his neighbours have taught him that some Welsh landlords do not scruple to exercise their arbitrary power over the tenant whenever greed or necessity impels them to do so. I will give a few instances to explain what I mean.

See 12,521.

"Instances of increases in the rent :—

"1. Penarth ucha, near Fourcrosses. This farm used to be looked upon as a high-rented farm before Mr. Humphrey Jones, the late tenant, took it. The rent was then 100*l.*, and several tenants were unable to live in it at that rent. When Mr. Humphrey Jones took it he commenced draining and improving it, and spent some hundreds of pounds in so doing. The next thing was a sale of the farm by the then owner, Mr. Price, Rhiwlas, and it is the common opinion that he got some 1,500*l.* more than he otherwise would on account of Mr. H. Jones' improvements. The farm was bought by Mr. Owen Evans of

Chairman—continued.

Broomhall, and the rent immediately raised to 173*l.* This was 20 years or so ago, and the increased rent has, I believe, been paid ever since. I need not say that the tenant got nothing for his improvements.

"2. Pentyrch ucha. The old rent was 80*l.* This farm also belonged to Mr. Price, Rhiwlas, and was purchased at the time of the sale of his estate by Mr. Ellis, Glasfryn. The usual result followed; the rent was immediately raised, in this case to 100*l.* It continued at this rent until the old tenant, Mr. Hugh Williams, died, when, without any reason at all, it was raised to 126*l.*, at which rent it still continues. I believe the present tenant complains he cannot get on, and intends leaving.

"3. Coedecaebach, owner Mr. Ellis, of Glasfryn. This farm was purchased by him 20 years ago and the then rent being 80*l.* The old farm was cut up into two parts, one portion being let at 60*l.* and the other, I believe, at 50*l.*, showing an increase of 30*l.* I may add that I am not aware that the owner did anything to justify this or any other increase in the rent.

"It has been stated by Mr. Walter Jones that there are no applications for leases, but when I have given an instance or two to show on what terms leases are granted, I do not think anyone need be surprised that so few applications are made.

"1. The first case I will mention is that of Mr. Robert Jones, Brynrhydd. He and his father before him had executed some improvements on the farm, but the buildings were still very defective and the farm in a comparatively low and unsatisfactory condition through lack of proper drains, &c. Being unable to get the landlords, the Madryn family, to do anything, Mr. Jones applied for a lease, which he ultimately succeeded in getting by paying an increased annual rent of 20*l.* Since then he has spent hundreds of pounds on the farm and considerably improved its value, and at least doubled its producing power.

"2. I would mention in the second place the case of Mr. Owen Jones, of the Inn Farm, Chwilog. The old rent was 60*l.* Part of the farm was taken away for the making of the railway and the railway station, but no reduction in the rent was made. Afterwards Mr. Jones went on to improve the place and applied for a lease, which he got on the terms of paying an increased rent of 100*l.* per annum, and he has to pay a further sum of 10*l.* per annum for a field which used to be included in his old 60*l.* tenement—thus showing a net increase to the landlord of 50*l.* per annum.

"Whilst treating on this question of improvement, I may give just one instance to show how important good buildings are to the proper development and treatment of a farm and how lack of these retard good farming in these parts. I refer to the farm of Bodval Hall, Lleyn. This is a large farm belonging to Mr. Assheton Smith. It is considered one of the most convenient farms in the locality, but the buildings are very defective, and owing to this deficiency the rental

Chairman—continued.

of the farm is considerably too high at present. The reason is this: stock has to be sold out of all season—often in the face of bad markets. Sufficient stock to answer to the acreage of the farm cannot be kept at the proper season. I have seen stock kept indoors and then having to be turned out into the rain and storm to take its chance because there were not sufficient buildings for their accommodation, thus causing a great increase in the consumption of fodder, whilst exposing the stock to the risks of the weather.

"I have been told that the tenant cannot get any buildings erected without paying 5 per cent. on their outlay. I consider that at least 1,500*l.* would be required to be spent to erect an efficient steading, besides the haulage, which I consider would amount to 200*l.*, and which the tenant would have to do himself. That at 5 per cent., together with a percentage on the haulage, would mean an increased rent of 85*l.* per annum, which any tenant would hesitate very much before undertaking under the present depressed state of agriculture.

"Even assuming that it is fair for the landlord to charge his tenant for putting the farm in an efficient state, I consider that 5 per cent. per annum is an exorbitant charge in the present state of the money market, and especially so for a wealthy landlord like Mr. Assheton Smith.

"With reference to the evidence given by Mr. Humphreys of Aberkin, and the improvements he has executed on the farm without any previous security, I consider his case an altogether exceptional one. In the first place it is generally considered by competent farmers who know the circumstances, which I understand from conversation with them that Mr. Humphreys gave between 700*l.* and 800*l.* to the tenant more than the value of the stock, this being in the nature of goodwill or payment to the previous tenant for the improvements he had made and his share in the buildings. If Lord Newborough had prohibited such a transaction, as is done by Lord Harlech, the previous tenant would have been at a considerable loss, as the house and buildings were exceptionally good, having only recently been built, the tenant doing all the haulage. Since then I estimate that Mr. Humphreys has improved the farm by 10*l.* per acre, or say 2,000*l.* Mr. Humphreys' case is altogether different from that of the bulk of the tenant farmers in Wales. He is considered to be on terms of intimacy with the landlord class, and presuming on his position as such ventured to do what other tenants are afraid of doing."

Lord *Kenyon.*

11,861. Do I understand you to say that Mr. Assheton Smith charges 5 per cent.?—I understand that to be the case.

The witness withdrew.

Mr. DAVID PRITCHARD called and examined.

Chairman.

11,862. Do you speak English?—I will try the best I can.

11,863. Are you a tenant farmer?—Yes.

11,864. You have put your evidence in the form of a letter to our secretary?—Yes.

The following statement of the witness was read:—

"Llwyn Benno, Pwllheli,
September 11th, 1893.

MY LORDS AND GENTLEMEN,

"I BECAME a tenant on the Nanhoron estate in a small tenement called "Llwyn Benno," admeasuring 10 acres. It is situate a little over two miles from Pwllheli. When I first entered 20 years ago the land and buildings were in a very bad state and not fit for a family to live in. Thereupon my old landlord, R. Ll. Edwards, Esq., built a cowhouse and barn in one. Soon after he died, and F. W. Ll. Edwards, Esq., his son, came to possession of the estate, and I could not get the house rebuilt, nor could I get a reasonable lease to induce me to build; only 21 years was offered at first, and I only asked for 40, which was obtained from F. W. Ll. Edwards, Esq., after a hard struggle with the agent for eight years. By this time the place was re-valued twice, and in each case had a rise in rent, which amounts in all to 25 per cent. When I took the lease the place was at the last valuation made on the estate and no reduction made for building, &c., but F. W. Ll. Edwards, Esq., was taking that into consideration when an abatement was made to the tenants and giving me a return as well. But unfortunately F. W. Ll. Edwards, Esq., died about four years ago, and now the estate is under trustees and they will not give me any return, stating that the estate may make them return the same out of their own pockets. When I took "Llwyn Benno" prices of cattle and produce were much higher than they are now. I have spent in building and bringing the land into a state of cultivation from 550*l.* to 600*l.* My reason for taking a lease was to protect me in case they would undertake to sell part of the estate, and also that they could not raise on my capital and labour.

"I am, yours very respectfully,

"DAVID PRITCHARD."

Chairman—continued.

11,865. Have you anything to add?—I sent a letter to the trustee to advise him of my coming before you, and I have been under three different rates of rent in 6 years' time.

11,866. You say the rent has been raised twice?—The rent has been raised twice. In 1874 and in 1880.

Lord *Kenyon.*

11,867. Are you under a lease now?—Yes.

11,868. Then how have they raised the rent?—Before I took the lease.

11,869. They have not raised it since?—No, I am under the last valuation made on the estate.

11,870. You complain of its being too high now?—Yes, at the present time.

Mr. *Richard Jones.*

11,871. You were induced to take the lease in order to be secure?—That is so. There is a little discrepancy in the lease that I should like to point out. I have got it pencilled out. It is dated nearly two years back in the body of the lease to what it is on the outside.

Chairman.

11,872. That is a clerical error, I should take it?—I do not know, I am sure. It was some years after that I found it out.

11,873. A question is handed up by Mr. Owen Wynne. "Is the agent of the Nanhoron estate "a Nonconformist?"—Yes, I believe he is, and is a deacon as well and a staunch Conservative.

The witness withdrew.

Major *Evans.*—11,874. My Lord, I am one of the trustees of that estate. The agent is here, and if there is anything in the question raised by the last witness about the lease, he can be called in order to put it right.

Chairman.

11,875. I do not think we can go into that. It seems to me merely a clerical error.

Now Mr. Owen Edwards wishes to give evidence to rebut the evidence given at Dolgelly by Mr. Cadwaladr Roberts and Mr. Richard Davies.

Mr. OWEN EDWARDS called and examined through an interpreter.

Chairman.

11,876. You wish to give evidence to rebut the evidence given by Mr. Cadwaladr Roberts at Dolgelly with reference to a farm called Ynys Gyffylog?—Yes.

11,877. To whom does this property belong?—Mrs. Revely.

Secretary.

11,878. The evidence given by Mr. Cadwaladr Roberts about that is: "In 1873 the rent was "again raised to 82*l.* I now pay 84*l.*, in "addition to the tithe, but in the last years I "have received 10 per cent. back four times."

Chairman.

This witness states that the rent was only raised once.

Secretary.

He says: "In the last years I have received "10 per cent back four times." Is that right?—That is right—rebate.

Chairman.

11,879. What does this rebut? Rebutting evidence is contradicting a statement. What part of Mr. Cadwaladr Roberts' statement does this contradict? We do not want a great statement about the estate. You come here to rebut evidence?—He says there that he is a loser of 20*l.* a year

Chairman—continued.

11,880. I understand you want to say that certain statements of Mr. Cadwaladr Roberts were not correct?—He does not state all the facts, my Lord.

11,881. What do you want to contradict?—He says that he was advanced twice.

11,882. He never said that. Now, where do you say he is wrong?—In the value of the land taken by the railway.

11,883. What do you say about that?

Lord *Kenyon.*

Mr. Cadwaladr Roberts said:—"When the "railway was made, as fields were cut up by it, "I had to close some large districts so as to "unite small portions of fields."

Chairman.

Is that wrong?—It is quite wrong.

11,884. Had he not to unite ditches?—Nothing of the kind. The landlord cleared and cut up all the main ditches in that part, because it was boggy land, and the landlord does it there every two years.

11,885. Then you say it is not the fact that he had to unite those ditches that were sold?—There were no ditches on it. It was flat, level land, and it was not foreshore. It is land embanked there 60 or 70 years ago, therefore it was not foreshore.

Secretary.

Mr. Cadwaladr Roberts spoke of it as a marsh.

Lord *Kenyon.*

He said: "A short time ago I brought under "cultivation five acres of the foreshore or marsh, "which was very damp and unlevel."

Chairman.

11,886. You say it was not foreshore?—No.

11,887. But it was a marsh?—A marsh, and it was embanked for the last 70 years.

11,888. Then it is not a foreshore, but it is a marsh?—A marsh.

11,889. You correct that statement, and you say it is not a foreshore, but it is a marsh?—It is a marsh, cultivable land, and we gave him pipes to drain it.

11,890. He says it is a foreshore or a marsh. You say it is not a foreshore, but it is a marsh. That is the difference between you?—Yes.

11,891. What else do you rebut.

Lord *Kenyon.*

You said something about drainage. Mr. Cadwaladr Roberts said: "I have been constantly "draining the farm. Almost every field was "drained by me."

Chairman.

Is that the case?—He made the drains. Six times he had pipes, six seasons.

11,892. You gave him the pipes and he made the drains?—Yes.

11,893. That is what he says: you do not contradict that?—I did not advance the rent. We did not charge him anything for it.

11,894. He does not say you did. Now what else do you contradict? What other portion of this gentleman's evidence do you come to contradict?—As to the income tax.

Lord *Kenyon.*

11,895. Cadwaladr Roberts says: "Up to "1890 I paid the income tax, but failed to get "my landlord to return it, though I frequently "asked him."

Chairman.

Is that the case?—Mr. Revely died about 1890.

11,896. Did he pay the income tax or did he not?—He did.

11,897. He says he did. Then you do not contradict that?—But it was an agreement between him and the landlord that he would pay it.

11,898. Never mind. He paid the income tax and he says so?—He did.

11,899. Did he frequently ask for repayment?—No, never, until Mr. Revely died. Then he made application, and then I told him to go to the solicitor and he was a trustee too, but I could not do it myself. So he went there.

11,900. What answer did he get?—Mr. Griffiths told me to allow it every year, so he had it allowed every year.

11,901. But he paid the income tax up to the time it was remitted?—Yes.

11,902. Then you agree over that?—Yes, my Lord.

11,903. Is there anything else?—Nothing else.

Mr. *Richard Jones.*

11,904. On this question of income tax, did you know that you did an illegal thing in binding that man to pay the income tax?—He chose it. Mr. Revely gave him the offer of having the farm re-valued the same as the other tenants. The whole of the tenants made a meeting, and they said they would be contented to pay the income tax instead of having the farms re-valued.

11,905. Did you know that he could break that agreement and recover the income tax by law?—Yes, we told them many times. The solicitor told them.

11,906. What were you before you were an agent? When did you become an agent?—36 years ago, but 18 years for this estate.

11,907. Had you any special training for being an agent?—Yes, I commenced with my father. My father was a land valuer and agent. In the first instance I commenced with him when he commuted the tithes. That is about 55 years ago. I commenced then and followed with him with other estates.

Chairman.

11,908. There is a question sent up by Mr. William George, "Have you any record of valua-"tions made by you, or can you tell us whether "the general result of your valuations was an "increase of rent?" Do you understand that question?—Yes, I do.

11,909. Have you any record of the valuations made by you?—Yes, they are very numerous, going over the last 25 years.

11,910. Was the general result of your valuations an increase of rent?—Well, in some cases they were lowered and in some they were the same, but when times were very prosperous there was an advance of rent, say from 5 per cent. to even in some cases 15 per cent.

11,911. Was the general result of your valuations an increase?—No, not in all cases.

11,912. But was the general result?—Yes.

11,913. It was?—There were not many estates, but there were some.

11,914. Did you value Carnguwch and Glasfryn fawr farms?—I did not value Glasfryn fawr, I was agent for the Glasfryn fawr estate.

11,915. Did you value these two farms?—Not Glasfryn fawr.

11,916. Were the rents raised?—Not as to Glasfryn fawr. We did not touch the valuation there.

11,917. In the case of Carnguwch the rents were raised?—Yes, that is Mr. Lloyd's of Trefan.

11,918. You valued that, and did you raise the rents there?—Yes, they were advanced.

11,919. Then there is a question by Mr. William George, "Were you a shopkeeper "before you became a valuer?"—I was with my brother.

11,920. In business?—Yes, sometimes, off and on.

11,921. How long were you off and on in business. A good many years?—Some years. The two of us had not enough to do.

Chairman—continued.

11,922. You have also come to make a statement as regards the evidence of Richard Davies given at Barmouth?—Yes.

11,923. What year was that in?—I cannot remember now.

11,924. Mr. Richard Davies never said that the landlord did not spend the sum of money mentioned in your written statement, did he?—Well, I was not there.

11,925. But what is the use of coming to rebut evidence that the witness did not give? You come here to rebut this evidence, not to put in a statement. Mr. Richard Davies never said anything about what the landlord said or what he had done. Have you read Mr. Davies' evidence?—Yes, part of it.

Lord *Kenyon.*

11,926. What did you read, a newspaper report?—It is about four years since we were agents of this estate, and we got these particulars from Mr. Roberts, the former agent.

Chairman.

11,927. What particulars did you get from him?—That the present tenant had the farm at his own value. He complained to Mr. Holland that it was too high for 150*l.*

11,928. What year was that?—I think it was about seven years ago. I believe so. He is there now about nine years. In about two years, when he was there, he complained to Mr. Holland.

Chairman—continued.

11,929. There is not one word about Mr. Holland?—It is Mrs. Holland now. Mr. Holland is dead.

11,930. Let me read you what this gentleman says, then perhaps you will be able to rebut something. "The following is a statement of "the rent of some farms in the neighbourhood. "Lasynys bach, 20 or 25 years ago the rent was "90*l.*" Is that the case? Do you know anything about it?—I know nothing about that.

11,931. "The rent in 1871 was raised to 150*l.*" Do you know anything about that?—That is the fact.

11,932. What is the present rent?—120*l.*

11,933. Very well. That is just what he says. Do you contradict any of that?—No, that was his own choosing.

11,934. But all this gentleman, Mr. Davies, says is that this farm 25 years ago was let at 90*l.* You do not know whether that is true or not?—I do not know whether it is true or not.

11,935. You do not contradict that?—No, I do not.

11,936. In 1871 the rent was raised to 150*l.* Do you contradict that?—No, that is right.

11,937. And at the present time it is 120*l.* Do you contradict that?—No.

11,938. Then what is there to rebut in this evidence? We are very much obliged to you for coming forward with a statement, but it has nothing whatever to do with the case. I have one question sent up. "Are you a Non-conformist?"—I am.

The witness withdrew.

Adjourned to Carnarvon.

FIFTEENTH DAY.

The County Hall, Carnarvon, Carnarvonshire, Wednesday, 20th September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
MR. DAVID BRYNMOR JONES, Q.C., M.P.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.
MR. FREDERICK SEEBOHM, LL.D., F.S.A.

MR. D. LLEUFER THOMAS, Secretary.

Colonel the Hon. WILLIAM E. SACKVILLE WEST called and examined.

Chairman.

11,939. You are the principal agent on the Penrhyn estate?—Yes, I am the principal agent on the Penrhyn estate.

11,940. And also a County Councillor for Carnarvonshire?—Yes.

11,941. What district do you give evidence for relating to the Penrhyn estate?—For the Penrhyn estate in Lleyn, part of Eifionydd, parishes of Llandegai, Llanrhychwyn, Llanllechid, Llanddeiniolen, Bangor, Aber, Llanfairisgaer, Llanbeblig, Llandwrog, Caerhun, Gyffyn, Llanbedr, Yspytty, Penmachno, and Llanrwst.

11,942. What is the acreage of the Penrhyn estate in Denbighshire and Carnarvonshire?—It is impossible to say accurately on account of the great amount of mountain land not measured up; it is about 72,000 acres more or less, and of that about 48,000 acres are upland, and 24,000 acres lowland. This includes the portions of the estate near Bettws-y-Coed, about which evidence will be given at Llanrwst, and which comprises about 20,000 acres.

11,943. Have you anything to say about the manors, honors, or lordships?—There are two manors or lordships on the estate, namely, the manors of Aber and Yspytty Ifan, at which manor courts are held.

11,944. You have manor courts and a steward and a bailiff?—Yes, manor courts, and there is a steward for both, and a bailiff in each.

11,945. What can you tell us about the ownership?—Portions of the Penrhyn estate are Lord Penrhyn's absolute property, and part held in settlement, the present Lord Penrhyn being the tenant for life. I have no knowledge of mortgages or incumbrances, and if there are any they have no effect whatever on occupation or cultivation.

Chairman—continued.

11,946. Can you tell us anything about the Crown?—The Crown possesses the minerals on some parts of the property, but this produces little or no effect on either occupation or cultivation.

11,947. There are no copyholds?—There are no copyholds on the estate, and so far as I know there are no copyholds in North Wales at all.

11,948. With regard to recreation grounds and allotments. Can you tell us anything about that?—There are hardly any enclosures I know of during my time. It is difficult to see how allotments for the labouring poor could be apportioned under an enclosure. The labouring poor unless they are commoners would have no right over an unenclosed "common." There is no such thing as a common without commoners, and it is only commoners who can have a share in whatever rights of pasturage or turbary exist over it. It is clear therefore to allot anything to persons who formerly had no rights would amount to a diminution of the common rights previously enjoyed. In mountain enclosures with which alone I am acquainted the ground is totally unfit for spade husbandry, and I can hardly see who are to use recreation grounds on mountains where there are no inhabitants to enjoy them.

11,949. On Lord Penrhyn's estate is there no part of it where recreation grounds or allotments would be of use to the labourers?—Oh, yes, allotments, but not on enclosed lands. I can speak of allotments afterwards.

11,950. Any squatters' cottages?—There is only one on the whole estate that I am acquainted with. If there are others, as there might have been in former times, they were purchased at full value.

Chairman—continued.

11,951. Then as to waste?—There are considerable wastes in Llandegai, Llanllechid, and Aber parishes. They cannot be cultivated with the exception of the lower portions and then at very great outlay. In Llandegai and part of Llanllechid the sheep runs are divided among the adjoining farms. In Llanllechid the surface wastes (about 6,000 acres) were purchased by the late Lord Penrhyn from the Crown, and form a common "without stint." The freeholders and tenants many years ago came to an agreement by which every occupier of three acres and upwards could keep three sheep on the waste. I should like to say more about that. Every occupier of one acre on the lowland could keep three sheep upon the mountain, and Lord Penrhyn puts a shepherd on the mountain who sees that that regulation is attended to. In the manor or lordship of Aber also every tenant is allowed at the rate of two and a half sheep for every 1*l.* of rent paid, and there also a shepherd is kept by Lord Penrhyn who looks after that and sees that the numbers are not exceeded. Those who have no rights by having land in the manor are allowed to keep sheep by agreement on payment at the rate of 2*s.* a year for each sheep, a pony or a cow being also allowed for every 10 sheep. In the parish of Llandegai there is an enclosure consisting of about 1,500 acres of rough land, and there are 30 small holdings who are allowed to pasture upon it in accordance with printed rules handed in. In addition to this there are between 50 and 60 cottagers, mostly quarrymen in the Penrhyn Quarry, who rent pasture for a cow at 10*s.* a year on this land. A mountain watcher is paid also here by Lord Penrhyn. These restrictions on the overstocking of the mountain pastures have been found to be most valuable. Where they do not exist, as on the Crown wastes generally, the pastures are eaten down and become of little value. This will be seen at once by comparing the pastures in Llanfairfechan, Gyffyn, Dwygyfylchi, and Conway with those in Aber, Llanllechid, and Llandegai.

11,952. What is the effect of sheep runs on the rents of adjacent farms?—I should say as to the effect of rents on adjacent farms these sheep runs certainly make the adjacent farms more valuable, but as a rule the rents are not higher.

11,953. What is the general condition of sheep farming?—These sheep runs are an undoubted source of profit to those who use them, but it is a question whether they do not tend to the deterioration of stock.

11,954. We have not heard that before. You think there is that chance?—In the breeding of stock they are overrun by very inferior animals and consequently the breed is very often deteriorated.

Lord *Kenyon.*

11,955. Are the sheep limited?—Yes, in all that Lord Penrhyn is concerned with, as I just said, they are limited according to the pasture land below.

Lord *Kenyon*—continued.

Chairman.

11,956. About the management. Can you give us any general statement about that?—No, I can lay down no rule about that. Bad tenants are likely to have a better chance of being allowed to remain on under a non-resident landowner. I have a reason to think that the conditions of tenancy are much affected by the size of estates or properties.

11,957. Of course there is no difference made about religion and politics?—No difference whatever is made in choosing tenants from language, politics, or religion. It is of course desirable that landowners and agents should be able to converse with their tenants, but it is to be hoped that as knowledge of English increases the inconvenience where it exists will be gradually abated.

11,958. Do you know anything about the general run of agents in your neighbourhood?—What they are?

11,959. Yes; whether they are practical men and have any special training?—Some have received special training and others have not.

11,960. Some know very little about land?—Well, I do not know. I do not know anyone who does not know something about land.

11,961. Some have had no special training?—They are not practical farmers themselves.

11,962. They are not good men?—Many are. Captain Stewart, for example, of the Vaynol estate, is a practical farmer himself.

11,963. Some are not?—Well, I am not a practical farmer. I have never had a farm.

11,964. Still you have some knowledge?—Yes, as being the son of a landed proprietor and being trustee of one of the largest estates in England. I have some knowledge therefore.

11,965. Now as to the date of entry?—The date of entry on lowland farms is the 12th November; on mountain farms, 12th May; in Lleyn, 29th September; in Yspytty, Penmachno, and Llanrwst 25th March.

11,966. There are yearly tenancies?—Yes.

11,967. Is there any demand for leases?—No, none whatever. They would be granted probably if asked for. Tenants consider themselves better off as they are than if bound by leases which would keep them to the same rent without power to quit, whereas they have now practical security of tenure.

11,968. I take it on Lord Penrhyn's estate once a tenant always a tenant?—Yes, unless there is some very strong reason indeed. They do not want leases, and except for very small holdings I have never been asked for them. Several for holdings of 3 or 4 acres have been

Chairman—continued.

given on condition of building houses and improving the land, and this system of leasing I consider should be encouraged.

11,969. Do you find many more changes of tenancy now than you used to have, or not?—No, I think there is no difference at all.

11,970. And any cases of hardship?—I am not aware of a single case of hardship, and I shall be only too glad if any case is brought forward to give the fullest particulars I possibly can relating to it.

11,971. As to planting of trees and so on, is any compensation given?—I always give compensation.

11,972. And for the timber cutting as well?—Yes.

11,973. You have no cases of mining, brickfields, or quarries. What are the usual terms of tenancy?—I will put in a copy of the agreement; here are two copies; one is the manor of Aber and the other is the usual one.

11,974. Do you put them in Welsh as well?—No, they are not translated.

11,975. Do you consider any of the clauses oppressive?—I have never heard anyone say they were.

11,976. Have you any penalising clauses?—There are no penalising clauses.

11,977. Nothing at all—nothing except as to cultivation?—That is all.

11,978. And I suppose the contents are explained?—They are always explained to the tenants and in my office and in Welsh if they cannot speak English.

11,979. Is the rent usually fixed at a gross sum or at so much per acre?—At a gross sum, but if a question arises as to it with a view to reduction I value the land per acre with a view to readjustment.

11,980. Then about the neighbouring estates you have nothing to say—No.

11,981. Is the rent of the smaller tenantry higher per acre than on larger farms?—I do not think there is very much difference.

11,982. And how about the usual rent of average lands of different qualities in your district?—It is very difficult to give an average because there is land of all kinds. Some land is let at 1*s.* 6*d.* per acre on the average of the whole of a mountain farm, including meadow land. Some of the best lowland, land at 25*s.* or 26*s.*, some accommodation land in Bangor at 50*s.* or 60*s.* even. Tithe is always included in the rent except in the case of town leaseholds.

11,983. Is the rent fixed on the basis of a valuation, or by proposal followed by private treaty?—The rents are very seldom altered except on changes of boundaries, &c., and as a rule a farm is relet on the same rent. Many have not varied for 40 or 50 years. If a re-valuation is required, I make it myself assisted by my subagents. I presume it may be said that the rent is fixed by private treaty.

Chairman—continued.

11,984. Of course you do not let to the highest bidder?—There is no such thing as bidding. I have never asked what rent a proposed tenant would be willing to give, but have told him what I consider a fair rent, and there is usually no difficulty in coming to an agreement. It is difficult to see how rent can be fixed in any other way than by mutual agreement. If you have a rent arbitrarily fixed, and a saleable tenant-right, the only gainer must necessarily be the sitting tenant.

11,985. Then you find out as much as you can about the capital the tenants possess?—Yes.

11,986. What do you think about the taking of a farm with borrowed capital?—I always inquire so far as I can as to the capital possessed by a proposed tenant, but it is not always easy to find out. The taking of farms with insufficient capital and borrowed money is the most fruitful cause of want of success in farming. The interest on the borrowed capital becomes of course an increase of rent and the owner is pressed for a reduction.

11,987. Is arbitration ever resorted to as a means of settling or readjusting the rent?—I have never in my experience had an arbitration as to rent, nor has it ever been asked for.

11,988. Have you raised your rents lately?—No.

11,989. Not for the last 50 years?—Of course some rents, as I have just said, have been changed. The estate has not been re-valued as a whole during the last 50 years, but some re-valuations were made on the Lleyn portion of it, purchased from Sir Robert Vaughan. A great deal of land has been purchased, and it is therefore impossible to compare the present rental with that of 50 years ago. No rents have been raised except in some instances for improvements, and this increase has in nearly all cases been remitted.

11,990. What permanent reductions have you made?—Since 1833 rents to the extent of about 750*l.* per annum have been permanently reduced.

11,991. And what abatements?—For 3½ years from November 1885 to May 1889, 10 per cent. to farm tenants. For one half-year to May 1892, 10 per cent., and on a portion of the estate 20 per cent. For one year to May 1893, 25 per cent. and 30 per cent. for part of year.

11,992. Have you any objection to state the income of the estate?—The farm income?

11,993. Yes?—That is about 21,000*l.* a year only.

11,994. Including mountain land?—Yes, the farm rent.

11,995. But all of the agricultural land?—Yes, including the mountain land, some of which does not let at 1*s.* an acre.

11,996. That is 72,000 acres?—Yes, and 21,000*l.* a year.

11,997. When rents are raised or reduced does the change depend on a re-valuation?—If I consider that a rent is too high from any cause,

Chairman—continued.

which generally is that a farm has been purchased from a small proprietor and is rented far higher than the old portion of the estate, I revalue the farm as above I had lately to do this in the case of a farm purchased by Lord Penrhyn near Bettws-y-Coed and made a considerable reduction of rent.

11,998. Lord Kenyon wishes to know whether the income is now 21,000*l.* a year?—Last year.

Lord *Kenyon.*

11,999. Since it has been permanently reduced?—Yes.

Chairman.

12,000. What have been the chief fluctuations in prices affecting the rent within the last 50 years?—The price of stock is as low now as within my memory, but I am told on good authority that sheep are higher now than they were 50 years ago.

12,001. And pigs and horses?—They have been very high lately. Cattle have lately seriously gone down, and this is the main cause of the abatements of rent granted on this estate and of the permanent reductions which have been made.

12,002. When do you get the rents after they are due?—In Lleyn and Eifionydd about four months. In Bangor district about two months. In Bettws-y-Coed district five months. In Conway district five months.

12,003. Do you approve a preferential claim for rent?—I approve it, because it ought to produce the beneficial effect of preventing tenants getting long credit, and if abolished it would certainly lead to owners taking rent in advance.

12,004. Then what do you say as to the other charges on land or on income derived from land?—On all the property the tithe is now included in the rent, and no mention made of it, so that when an abatement is made the tenant gets it on the tithe as well as on his real rent. Land tax is paid by the occupier. There are only two very small chief rents on the property, and they are paid by the owner, but all the other quit rents were bought up by Lord Penrhyn years ago. All the rates in the parish of Llandegai are paid by the owner—the whole of the rates, including those of leaseholds.

12,005. What is the average size of farms in your estimate?—I cannot give any average. They vary from 3 to 600 acres, or more in the case of mountain farms.

12,006. Then about consolidation?—Some 40 years ago some lowland farms in Llanllechid parish, and to some extent in Llandegai parish, where some small farms were consolidated into a home farm by the late Lord Penrhyn, were consolidated, being arable land and fit for high farming. When consolidation took place the

Chairman—continued.

tenants were for the most part provided for elsewhere, but of late years no such consolidations have taken place, and I may perhaps be permitted to express an opinion in favour of small farms up to 50 acres, with a few of larger size for men of capital. The great objection to small farms is the excessive cost of farm buildings, which can only be properly borne by wealthy landowners. Even a freeholder of 50 acres only is not likely to be able to erect proper buildings, so that fixity of tenure would not meet this difficulty. In fact this question of buildings is what hinders the creation of small holdings. The cost of erecting them, and fencing, often amounts to more than the freehold value of the land.

12,007. Then what has been the effect of consolidation on production?—I cannot say it has any effect whatever.

12,008. And on the employment of labour?—The consolidation probably increased the number of farm labourers, as small farmers employ few or none.

12,009. And the fixing of rent?—Probably a reduction; but I have not the means of giving accurate information.

12,010. To what extent, if at all, has the subdivision or the sub-letting of holdings been carried out—under what circumstances, and with what results?—Some few farms have been subdivided with good results, in my opinion. Subletting is prevented as far as possible, but it is difficult to stop it, and it is undoubtedly sometimes practised, especially in the case of widows.

12,011. Do you think the large farmers are better skilled than the small ones?—Some of the large farmers are better skilled of course as agriculturists than the small farmers, whose farming consists of keeping a few cows and ploughing about a fourth of their land, if as much.

12,012. Then as to their condition in time of trade depression?—The smaller farmers have the advantage, those with two or three cows suffering nothing.

12,013. That rather traverses the general opinion of other witnesses, who think large farmers stand the depression better, because they have more capital?—That is not my opinion.

12,014. As to the ability to provide for families, of course large farmers can do that?—Yes.

12,015. Then as to the state of cultivation?—Grazing, oats, some barley, potatoes, and roots, but not to any great extent; no wheat. In Lleyn many more pigs are kept, and horses bred, than in any other part of the country.

12,016. Is there any scarcity of labourers, and if so are fences, ditches, watercourses, &c. properly attended to?—They are very badly attended to everywhere, and little heed is given to agents' remonstrances.

12,017. Is there any land going out of cultivation?—Yes.

Chairman—continued.

12,018. And is there any reclamation?—A great deal of upland in the parish of Llandegai during the last 50 years has been reclaimed, having been granted to quarrymen on lease at low ground rents. Such reclamation was only possible through quarrymen being able to employ their leisure time on it, and receiving wages on which they live.

12,019. Do you plough up much rough land, or drain marshy ground?—There is very little land capable of profitable reclamation, and such as there is being on the mountain sides would probably cost more to cultivate than the freehold value, but of course rough land in other parts has been reclaimed at the landlord's cost.

12,020. Do you embank any rivers?—When damage has been done by flood, as in 1879, repairs were done by the owner.

12,021. There is not much arable land laid down in pasture?—No, I think less land has been ploughed of late years, speaking generally.

12,022. What have been the improvements on Lord Penrhyn's estate?—I speak only of Lord Penrhyn's estate with which I am connected. All improvements are made by the landowner except when made by the tenant under the compensation clause contained in the agreement, of which I hand you a copy, and on the granting of certificates on the form annexed. I have given a fair number of these certificates during the past 15 years, and in some cases have redeemed them, usually on a change of tenancy. No difficulty has ever arisen, and I believe complete satisfaction has been given.

12,023. Have any improvements been made by tenants?—The drainage is sometimes done by tenants on their own responsibility, but they are compensated on leaving. Fencing and cleaning rough land in the same manner, but boundary fences are made by the owner.

12,024. What have you done in the way of drainage and so forth?—A great deal of drainage has been done by the landowner, but in some cases Lord Penrhyn gives the drainage pipes, the tenants doing the labour. This is done to a great extent on the Yspytty and Penmachno parts of the estates, where, during the last two years, 304*l.* 3*s.* 7*d.* has been paid for pipes. No interest is charged to the tenants for the outlay.

12,025. I suppose you give pipes and drain materials?—Materials are given for some improvements, and the tenants provide the labour. Should a tenant leave, compensation is usually given for a fair proportion of the cost of the latter, according to the time of occupation after effecting the improvements. I may say, as regards haulage, the cartage and haulage is done on all the portion of the estate in the neighbourhood of Penrhyn and Bangor and the adjoining parishes at the cost of the landlord. There are two cases which have occurred on that portion of the estate in which claims were made for compensation for haulage done by the tenant, because they left a few years after the repairs had been executed, and they were both compensated on leaving.

Chairman—continued.

12,026. That is rather exceptional, because the custom of the country is that the tenant does the hauling?—On the other parts of the estate they do the hauling. They are generally asked if their repairs are to be done would they do the hauling, and they generally do. It is a matter of agreement. In Lleyn they do the hauling and in other parts. I should like to say that tanks for liquid manure have been constructed by the owner on several farms but are little used, and the pumps allowed to get out of repair. A great deal of lime has been given to tenants at different times when fences have been removed and fields squared. When a farm is relet the fences are usually remade by the owner. Much fencing has been done by the owner on the mountain sheep walks. Gates are given to new tenants.

12,027. Do you contract out of the operation of the Agricultural Holdings Act?—There is a clause in that agreement which has been used contracting out of the Agricultural Holdings Act. I suppose it is void at law, but the question has never come up, because I have never had any reference on this estate whatever to the Agricultural Holdings Act.

12,028. You do contract out of it?—It is nominally contracted out of, but the clause would not hold good, and if any one wished to go under the Act I should certainly allow them to do so.

12,029. There is no custom of the country?—No.

12,030. There is no custom about allowance to outgoing tenants in respect of growing crops, is there?—No, except what is provided for in the agreement.

12,031. Or tillage manure, or permanent improvements?—No.

12,032. What are the liabilities of the tenants as to the mode of cultivation?—I have no knowledge of any claim ever having been made on a tenant for injury to a farm through bad husbandry, or for dilapidations to buildings, although I have known farms left in a very bad state.

12,033. You have not known a tenant fail to get compensation?—Not if he was entitled to it.

12,034. Do you know any instance where compensation was given for the generally improved condition of a holding?—Yes, I do. I remember one case coming up, and also another case. Lord Penrhyn lately compensated a tenant because he left his farm when prices were low, and he gave him 100*l.*, the rent of the farm being 153*l.*

12,035. Then about disposing of their interests?—No such right is recognised. It is constantly attempted, especially when rents are low. The effect is disastrous and fatal to the maintenance of fair rents, for it must be plain that if an incoming tenant pays (say) 100*l.* for the outgoing tenant's interest his rent is at once raised by the interest on this amount. On this estate all improvements, as shown above, are paid for to

Chairman—continued.

a tenant on quitting, so that there is no excuse whatever for this. It is usually attempted by introducing a tenant with whom an agreement has been made to take the stock at a sum above its value.

12,036 Is Lord Penrhyn obliged to take the sheep on a farm when it is given up?—No, there is only one farm where there is an arrangement of that kind about sheep; that is up above Bettws-y-Coed.

12,037. You know nothing about the Agricultural Holdings Act?—No, I have never had any experience about it.

12,038 Can you tell us anything about game?—Game is preserved by the owner on portions of the estate.

12,039. Is there a great weight of game on the estate?—A great deal of grouse, and a good many pheasants about Penrhyn.

12,040. Do the tenants avail themselves of the Ground Game Act?—Yes, and no objection is made to their doing so as long as they adhere to the provisions of the Act.

12,041. What about the damage by the game?—Complaints are sometimes made, but they are told they can use the Ground Game Act for getting rid of all ground game. Very few requisitions for compensation have been made. I may add in some cases it has been shown that the damage attributed to hares and rabbits has been done by sheep.

12,042. Have you many hares on the estate?—Yes, a fair number, especially where there are coursing meetings every year.

12,043. How do the game affect the cultivation?—Not in anyway that I can see. The ground game can be destroyed by the tenant.

12,044. Then as to the law of trespass?—The tenants complain very much of the law of trespass. They say they cannot prevent trespassing from the difficulty of proving any damage done. I have constant complaints that their farms are trespassed over.

12,045. Then about the sporting rights over the Crown lands?—On this estate Lord Penrhyn has a right of sporting over all the Crown lands over which he has common rights. Lord Penrhyn rents from the Crown sporting rights over certain lands and waters in Festiniog parish which adjoin his property.

12,046. What attention is paid to forestry?—Nothing but plantations. The late Lord Penrhyn did a great deal of planting on the estate, but there is a matter about that which I should like to mention. The incidence of rating on plantations acts as a great hindrance to planting in many districts where plantations would be of great value for shelter and would improve agricultural land. At present rates are apportioned on the existing rateable value for agricultural purposes. Therefore for many years heavy rates have to be paid while there is no return for the heavy expenditure incurred.

12,047. That is to keep the wind off?—Yes.

Chairman—continued.

I think you will hear in Anglesey a great deal about that.

12,048. Poultry farming you know nothing about?—There is very little poultry farming. I think there might be more.

12,049. Then as to the question of railway rates?—I hear complaints of the high rates.

12,050. Then is there any co-operation among farmers for purchasing or analysing farm stuff, for example, manures?—None, but it would be very desirable to carry out some co-operation of the kind. There is nothing from which the farmers suffer more than from the high price and inferior quality of the artificial manures they purchase, and I believe if only tenants would co-operate with one another and invoke the assistance of their landlords a vast amount of good might be done in this direction.

12,051. You think a butter factory would be an opening?—Yes, I think so.

12,052. As regards harvesting and sheep-shearing, do the farmers co-operate?—They assist one another. They go to one another's farms.

12,053. They do not insure, I suppose?—No, they do not.

12,054. Do you know anything about the benefit societies of labourers?—No; I do not think the farm labourers go in very much for benefit societies.

12,055. I suppose there have been some smashes of building societies?—Yes, grievous losses have been incurred in the quarry districts through failures in building societies.

12,056. You do not know much about the peasant proprietors and small freeholders?—No. There are very few peasant proprietors in the district here. There are more down in Lleyn adjoining Lord Penrhyn's property.

12,057. Are there any tenant farmers who have bought their own holdings?—I have no immediate knowledge, but large quantities of land have been sold by some of the large landowners, and to a great extent purchased by the tenants, but not on this estate, none having been sold.

12,058. Do the farmers and their wives work very hard?—They do. They take part, I think, invariably in the case of small holdings—I cannot say in some larger ones—with very good results.

12,059. I suppose you would say that the children do not get wages for work at home?—They do not get regular weekly wages in money.

12,060. What provision is made for them when they get on in life?—Well, the shape it generally takes is that they are helped to take farms on their own account.

12,061. Do you know frequent cases of that occurring?—Yes, I know several cases where it occurs—that they are helped on.

12,062. Could rents be maintained if wages were paid in respect of the children's labour?—I

Chairman—continued.

do not see that rents depend in any way on the children's labour, because some people have children and some have not, and there is no difference in the rents whatever.

12,063. We have been told that in some instances the rents could not possibly be paid without the children's labour, but you do not agree?—I have never heard anything of the kind myself, and as I say I know many farms, large and small, some with children and some without, and the rents are the same.

12,064. What proportion of the farm labour is hired as compared with that rendered by members of the household?—The hired labour is very small, except in cases of farms of over 50 acres.

12,065. With reference to hired labourers, where do they lodge?—They are lodged on the farm premises, as a rule.

12,066. What sort of accommodation do they get?—Well, it is not good by any means—not for the men servants at least.

12,067. And have the large farmers got cottages?—Some of the large farmers have a few cottages, but there are not many. I generally keep as far as possible cottages in good condition on the larger farms.

12,068. Then who live in the cottages—quarry men?—Very often. Very often a farmer will get a cottage, and put his labourer in, and when he leaves his service he will let it perhaps to a quarryman.

12,069. Do you know anything about the cash wages of labourers?—They are about 16*s.* to 18*s.*, if not lodged and boarded, and if lodged and boarded they are 26*l.* per annum—that is exclusive of board and lodging.

12,070. Wages have gone up?—Wages have gone up considerably during the last 50 years.

12,071. You have told us that they sleep in the outbuildings, which are not as they ought to be. As to female servants?—They sleep in the houses.

12,072. Are they looked after and protected as a general rule by the farmers?—I think so.

12,073. Can you tell us anything about the cottages on the Penrhyn estate?—Well, there is very little demand for agricultural purposes, but a very great demand for cottages for the quarry, and there are about 873 cottages on the estate, exclusive of those in Bangor, and, with scarcely an exception, these have gardens from one-tenth to a quarter of an acre each. They are chiefly occupied by quarrymen, and there are 130 garden allotments rented separately from 5*s.* to 10*s.* a year.

12,074. What is the size of those garden allotments?—About the same size—about one-eighth of an acre, or a quarter of an acre.

12,075. And you charge what for them?—From 5*s.* to 10*s.* a year.

12,076. What is the condition and construction of these cottages?—They vary. They are being continually improved. A great many of these cottages were built some 40 or 50 years ago by quarrymen upon lease at a low ground

Chairman—continued.

rent of 10*s.* a year, and then at the expiration of the leases when they fall in a rent of about 3*l.* or 3*l.* 10*s.*, according to their size, has been put upon them, and they are repaired and put in order when they generally have to be constructed as soon as it is possible to do them afterwards. It takes a long time with the number of cottages to do it, but they are gradually being re-constructed, and the repair of the cottages costs about 2,000*l.* a year.

Mr. *Seebohm.*

12,077. How long are the leases?—The original leases were for 30 years, but then the cottages were built at that time at an outlay of about 25*l.*, the landlord providing the materials, slates and things.

Chairman.

12,078. Then you have told us about the allotments and the gardens. I take it that all the cottages are let direct from Lord Penrhyn—Except those few on the large farms.

12,079. Just for the cowmen?—In some cases now they are really upon lease—leases of 60 years—the lessees undertaking to put them in order. I do not think I have mentioned about the other allotments.

12,080. The garden allotments you told us of, what are the other allotments?—I would not call them allotments, but there are a great number of small holdings of 3 and 4 acres apiece, where one cow, and in some cases two cows, are kept, and they are of very great benefit in the quarry districts, I consider.

12,081. No doubt?—Because the quarryman has his wages, and it is a luxury to him to have these small allotments—small farms.

12,082. Besides a luxury, it is a great advantage to him?—It is a great advantage to him; he can live on his wages, and he has this besides.

12,083. In case he gets thrown out of work?—Yes. His wife looks after the cow, and he is very well off. Then again lately I have made fresh allotments and fenced them, and let them with a cottage for about 8*l.* a year, where a man can keep one or two cows.

12,084. How many of those are there. Can you give any approximate number?—I can give you a list, but unfortunately I was not sure I should be called to-day, and I have left it at home.

12,085. You might send it in; it would be very interesting?—Yes.

12,086. As to proprietor farmers. By "proprietor farmers" I mean the farmers who have bought their own holdings?—There are a few proprietor farmers, and the small proprietors lead a very hard life, except in cases where they have means of their own, or have other occupations. It is difficult to get a living comfortably out of a few acres, even when no rent is charged; but I do know of men who get a living out of 10 acres.

Chairman—continued.

12,087. With their families?—Yes.

12,088. With reference to the standard of comfort you have told us, do you think the labourers are better of or worse off than small farmers?—I think they are far better off than small farmers. They get 26*l.* a year, and they have nothing to provide for themselves, except clothing.

12,089. Do the agricultural labourers in your district migrate much?—Not very much. I find I have got that information about small holdings. I will hand it in.

12,090. Thank you. I suppose nobody keeps farming accounts or diaries?—I do not think they keep them at all. I know one or two farmers who put down simply how much they pay out of pocket, and how much they receive for what they sell, but nothing much more than that.

12,091. When did the period of trade depression begin in your district?—I think it began about 1885 in this district, and continued till the middle of 1889. From that date to the end of 1890 times were universally allowed to be very good. Since that period the depression has been greater.

12,092. What is the principal cause of that?—I think the low prices of store and other cattle has been the real cause of late years—and bad seasons.

12,093. Is there any remedy that you can suggest?—I think better attention should be paid to dairy farming and dairy produce. We have heard a good deal already about butter, and I think the butter-making might be very greatly improved. I think the dairies themselves want improvement. I am doing all I can to improve dairies, but the structure of the dairies is very bad. I think there should be breeding of better stock, including ponies and horses and cattle. Even now there is a sale for good stock, but the inferior stock which they breed in most places has no sale whatever. No one will look at them.

12,094. Do any good horses and bulls travel the country?—Not very good.

12,095. Of course the relations are extremely good?—Well, I have had no difficulties for 15 years.

12,096. What money have you spent in repairs and improvements?—From 1867 to 1892 a sum of 129,207*l.* 15*s.* 8*d.* has been spent on repairs and improvements. In some cases interest has been charged for a time, but has in nearly all cases been remitted. In addition to this a sum of about 47,993*l.* has been spent on workmen's cottages, making a total of 177,200*l.* 15*s.* 8*d.* or thereabouts during 26 years. During the last six years 29,214*l.* has been spent on farms, and 13,007*l.* 10*s.* 1*d.* has been returned in cash abatements.

12,097. Some families have been for generations I suppose on the property?—There are about 167 farms which have been held by the same families for 50 years and upwards. In all cases where there are near relations available on the avoidance of a farm the tenancy is given to them unless there are very strong reasons to the contrary. There are some tenants who claim that their families have been on the Penrhyn estate for upwards of 200 years. Before I conclude this head I should like to point out that owing to the large number of small holdings in Wales (on the Penrhyn estate 342 are under 20 acres, and 71 between 20 and 50 acres out of 618 farm tenants in all) the conditions under which agriculture is carried on are to a great extent, and on the whole more favourable than in England. Many, indeed most, of the small holders on the Penrhyn estate are quarrymen in receipt of good wages, who keep one, two, or three cows on their land, and who are but very slightly affected by agricultural depression. They consume the produce of their stock to a great extent, and except for selling calves or young stock occasionally are independent of prices. Their holdings are, as it were, a luxury, while they depend on their quarry wages for their living—very little grain is grown. Those who have suffered most are the larger farmers, and of late the mountain farmers, the latter of whom depend entirely on the sale of stock, the prices of which are now at the lowest possible figure. This has to be met by temporary abatement of rents, such as have of late been granted by all the large landowners.

Chairman—continued.

Lord *Kenyon.*

12,098. Your dates of entry are different. You say some are on the 12th November?—That is the custom in the different parts of the country. We follow the custom.

12,099. Your rent days I see are rather different. Is that in order to get the rents in at about the same time? You say that in some places you give six months' credit, and in others only two months?—Yes; according to the circumstances of the district; and it depends upon fairs and things of that kind. It is to suit the convenience of the tenants really.

12,100. With regard to tenant-right, I did not quite catch what you said, that it would only benefit the sitting tenant. You mean the one actually in possession?—I meant the difference between the rent he pays and the market price of his farm, representing the sum of money which on going out of his farm the incoming tenant would have to pay. The incoming tenant would have his rent raised as it were by the interest on the amount he would have to pay, therefore he would be in the same position as any other man whose farm was let at the market value.

12,101. You said you thought the small farmers stood the depression better. What size farms would those farmers have?—I mean five, six, seven, eight or ten acres.

12,102. Any farmers of 50 acres?—No; but I think they would feel it less too. The larger they are the more they feel it, although they have capital to meet it.

12,103. In proportion up the scale?—Yes.

12,104. Have you done any improvements otherwise than buildings—I mean in the way of

Lord *Kenyon*—continued.

putting up liquid manure tanks or anything of that sort?—A great many of them have put up, but I am sorry to say they are of very little use, as the pumps are always getting out of order as they are not attended to properly.

12,105. That is not encouraging, is it?—No.

12,106. With regard to drainage, have you done much?—Yes, a great deal of drainage.

12,107. As to your agreement which you have handed in, you say you never heard or seldom heard of the Agricultural Holdings Act being used here. Do you consider your compensation clauses are better than the sections of the Agricultural Holdings Act?—I think so myself.

12,108. And you think the tenants do too?—I think the tenants do; they certainly seem to think so.

12,109. You said that in one part of the estate there were plenty of hares where there was coursing. Does Lord Penrhyn get up the coursing meetings?—No.

12,110. It is done by the men themselves?—Yes.

12,111. You said there was a great deal of complaint with regard to trespass. Was that trespass in pursuit of game?—No, simply that people walked over their land to go the shortest way to wherever they are going.

12,112. You also spoke of the failure of certain building clubs. What is your opinion of the benefit clubs in the country?—There are very few clubs that are sound.

12,113. Do you think it would be a good thing to encourage the men to invest in a club that was sound?—Most certainly.

12,114. You think some more attention might be paid to them perhaps?—A great deal more I think; the loss from them and the grievous injury done no one knows.

12,115. I know it is very disheartening. You say that in most of the cases you are getting cottages away from the farms?—Yes; when I took up the agency I got a good many out in that way.

12,116. Do you think the farmers have any difficulty in getting lodgings for their labourers?—I do not think so.

12,117. You would give the preference to a labourer on the farm?—Yes, I would invariably, and take the cottage from him if he gave up the employment.

12,118. What are the cottage holdings?—A month's notice.

12,119. So that if a man went to work in the quarries you would give him notice?—No, I do not think I should, unless the farmer wanted the cottage. It would be rather a strong case for me to do so.

12,120. It would make you secure to the farmer his labourer in the cottage?—Yes, but there are so very few cases.

12,121. Did not Lord Penrhyn keep a pony stallion?—He did.

12,122, Was it of much use?—I do not think it was as much use as it might have been.

Lord *Kenyon*—continued.

12,123. Did he keep any agricultural stallion?—No, I do not think he did—not in my time—I do not remember any.

12,124. Is any attention paid to horse breeding at all?—No, very little.

12,125. We heard Mr. William Humphreys say that he thought the country about Pwllheli and Criccieth was very suitable for horse breeding?—No doubt it is, and the breeding of horses might be immeasurably improved down there. See 10,550–58.

Mr. *Brynmor Jones.*

12,126. Did I understand you to say that the hundred of Uchaf forms part of the Penrhyn estate?—Yes, it does partly. I do not know whether the estate embraces the whole of the hundred.

12,127. Then the hundred of Uchaf comprises the parishes of Llandegai, Llanllechid, Llanfairfechan, and Dwgyfylchi?—I have really no information about the boundary of the hundred of Uchaf. I do not know it. I have no occasion whatever to know it, because I never heard anything about it.

12,128. You cannot answer my question?—I cannot. I say I have never heard of it. The question has never come up.

12,129. I find this in a leading article of the "Times" in the year 1849, the 10th of August: "It is said that for the last 50 or 60 years "Crown property in Wales has been looked "upon as a legitimate source of political cor- "ruption. We take the charges as we find them "when we state that within that period Crown "property of enormous value, in North Wales "has been appropriated by private individuals "with the privity and connivance of Crown "tenants, sheriffs of counties, lords of manors, "stewards of lordships, bailiffs of hundreds, "and Crown officers, who were *ex-officio* "guardians of the public rights. The sheriffs "of the counties have been invariably landed "proprietors, they have appointed as their "deputies almost uniformly their own solicitors, "who are likewise the acting law agents and "country solicitors for the Woods and Forests. "We do not of course mean to assert of our "own knowledge that objectionable transactions "actually took place in consequence of such "arrangements as these, but the arrangements "are very suspicious, and the charges are "openly made." Can you tell me anything as to those charges referred to in that article?—Nothing whatever. It is long before I knew anything about it. Lord Penrhyn is perfectly satisfied with his title, and his lawyers are.

12,130. Is it the case that the title to the hundred of Uchaf is derived from letters patent dated the 2nd of August 1784?—I am Lord Penrhyn's land agent, and I know nothing whatever about his title. My business is to look after his property.

12,131. I do not say it is not. I only ask you. If you object I will not ask you?—Questions of title I have nothing to do with. I look after his estate.

Mr. *Brynmor Jones*—continued.

12,132. You cannot tell me whether that lease by Royal letters patent has ever been renewed?—I do not know. It is not my business to inquire.

12,133. At present I will not ask you any more questions in regard to that. I suppose that somebody who does know will probably volunteer to give evidence before us. With regard to the size of farms, Colonel Sackville West, I think you said some of the holdings are very small?—Very small, two acres and two and a half acres perhaps.

12,134. What is the largest farm under your management?—I daresay it may run to 600 acres on the mountain sheep farms.

12,135. Are there many farms under 100 acres and above 50?—I think I have given you those particulars.

12,136. I daresay you have?—There are 342 farms under 20 acres.

12,137. As I understand it, there has been no change of rent generally throughout the estate?—Not in my time, or before that, I believe, from any time I know of.

12,138. How long have you been agent?—Not quite 16 years.

12,139. Are most of the farmers Welsh by race?—Yes, nearly all I should say.

12,140. And they all speak the Welsh language, I suppose?—Yes, all I suppose—every one I should think.

12,141. Are they mainly Nonconformists?—I never inquire what they are.

12,142. But you know the district?—Oh, I suppose they are. I presume they are.

12,143. I see this agreement put in by you purports to exclude the operation of the Agricultural Holdings Act, 1883?—Well, there is that clause in it, but I would rather it was not there. Probably I shall have it taken out. I do not want to exclude the Agricultural Holdings Act.

12,144. I suppose what you would say would be that the clauses providing for compensation are a fair substitution for the compensation contemplated by the Act?—I believe them to be so, but if a tenant wished to go under the Agricultural Holdings Act in preference to that, I should certainly have no objection.

12,145. I do not put any further questions as to the acquiring title or the rights of the Crown; as I understand it, you are not prepared to give any evidence at all on the point?—No, I do not know anything about it.

Mr. *Griffiths.*

12,146. Do you think it would be well for the farm labourers to have sufficient land to keep a cow?—Yes, permanent farm labourers who are really able to retain their employment; I should think it would be a very good thing indeed for them to have it. I am strongly in favour of small holdings.

12,147. Are there large stones on the fields?—Yes, a great many.

12,148. Have you ever had occasion to pay a farmer for clearing the stones?—I have, on leaving a tenancy, and I have given certificates on the form which I have handed in for clearing rough ground.

Mr. *Griffiths*—continued.

12,149. You say more you think could be done in the way of poultry-rearing?—I think it might. I have no great knowledge myself, but it appears to me farmers might do more.

12,150. Do you provide them with accommodation?—Yes; if they want any for it I should be prepared to find them hen houses.

12,151. Are there any butter factories in North Wales?—No, there are none that I know of.

12,152. You say that some men live on land paying 10*l.* a year?—No, live on 10 acres of land.

12,153. Do they do anything in the way of supplying vegetables to the towns?—No, not at all, I think. There is very little vegetable growing here, I think. I wish there was more.

12,154. Are there any reading rooms provided for the labourers in this district?—Not that I know of anywhere, not in the country.

12,155. There is a complaint that labourers cannot stay in the farmhouses, and they have nowhere to go in the evenings?—I think it would be an excellent thing to provide reading rooms if they would use them.

Mr. *Richard Jones.*

12,156. When was this agreement drafted?—I found it when I came here, and I have not altered it. I cannot say when it was drafted, but it was a good many years ago. I daresay I could find out if necessary.

12,157. When was this clause written, "Subject to the provisions of the Ground Game Act, 1880"?—That was inserted after the passing of the Act.

12,158. I see according to the agreement the tenants shall leave the gates in good order; who provides the gates?—The gates are put up on the farm. When a tenant comes into a farmhouse he is given new gates, and he is supposed to keep them up himself afterwards.

12,159. But supposing he stays on for 40 years?—He would go on keeping the gates in order.

12,160. Would the gates last, do you think? No, but I think he would renew them. I think the reason for making him responsible is the great carelessness displayed with regard to gates; gates will be taken off their hinges to fill up a gap in the next hedge, and if a tenant is not responsible for keeping them up we should have to find him with gates probably every two or three years.

12,161. Do you think a gate under any circumstances would last 40 years?—I do not think it would, but he is bound under his agreement to renew it, and for that reason I think it is quite fair that he should renew it, and he should be responsible for making it last as long as he can.

12,161A. Will you undertake to say that a 10-acre farm in your district will give sufficient employment and support to a man, without other means of subsistence?—No, it is probably land adjoining sheep grounds, where he keeps a few sheep and makes his money with his sheep.

Mr. *Richard Jones*—continued.

12,162. Then he gets something in addition to this?—The small farms in these parishes here and in Llanllechid, for instance, have a right to keep, as I have already said, sheep upon the mountain, so that if he had 10 acres he would be able to keep 30 sheep on the mountain in summer.

12,163. That explains it; I thought 10 acres would be a very small amount to keep a man unless he is a casual labourer?—I would not say he could do it unless he had that advantage.

12,164. Would you mind telling us if there are many tenant farmers in arrears with their rent?—Very few indeed, and I have often gone and taken the whole of the rent, not one half-penny in arrear on the rent day.

12,165. You say that you find no difference in the farmers who have children and those who have none, that is so far as the payment of the rent is concerned?—Yes.

12,166. Do you know of any other difference in the circumstances of these people which would account for their paying their rents as punctually as those who have children?—But they all pay their rents punctually. I say that the whole of the tenants pay their rents punctually, with very few exceptions; there always will be three or four who do not, but with that exception the whole of them, whether they have children or not, pay them all.

Mr. *Seebohm.*

12,167. I want to ask you one question with reference to the agreement. I understand from you that you think it would be desirable if these old agreements were brought into full harmony with the existing law?—I do not think I quite said that. What I said was that if they chose to go under the existing law in preference to the agreement, I should have no objection.

12,168. But I think you stated so exceedingly explicitly as to this last clause?—Oh, I should cut that out to-morrow; I have no objection.

12,169. Is there any custom of the country?—No, not that I know of.

12,170. Not as regards sheep? Is there no mention in the agreement of the sheep? We have heard in many places that the incoming tenant was bound in fact to take the sheep, because they would not do anywhere else except on that mountain?—As a rule it is done by agreement. They are not absolutely bound to, but when a sheep farm becomes vacant it is almost the invariable custom for the incoming tenant to take to the sheep. I do not know of any case where it has not been done in my experience.

12,171. Do you think it would not be binding in law?—I do not think it would. I think I mentioned that I had one agreement. There is one farm in a distant part of the county over Bettws-y-Coed where I have an agreement signed by the tenant.

12,172. That is by special agreement?—That is by special agreement.

Mr. *Seebohm*—continued.

12,173. But you think the custom would not be binding by law?—No, I think I may say it would be very desirable that there should be such a custom.

12,174. Or that it should be contained in an agreement, if it was desirable?—Yes, I think so.

12,175. Has there been any large emigration in former times from those districts?—No, rather the other way, because the quarries in these districts have attracted a considerable immigration.

12,176. Do you know intimately the farmers who are inhabitants of Aber?—Yes, I know them pretty well. I am constantly there.

12,177. Do you not think that there was an emigration from there about 40 years ago?—That I cannot speak to. I was not here in those days. I never heard of it. There may have been. You say about 40 years ago?

12,178. Yes?—That is about the time that Lord Penrhyn purchased the property, but I never heard of it.

12,179. It probably would be just previous to his purchasing the property?—It was about that time, but I do not see much evidence of it. I do not find the ruins of many cottages. It may be so; I am not at all sure.

12,180. You stated, I think, that Aber was one of the manors which had courts still held?—Yes.

12,181. Then have you court rolls?—Well, I know very little about it. I am not the steward of the manor, and there are no tenants, strictly speaking, of the manor. That is to say, the tenants who live in Aber are under no other liabilities than any other tenants. It appears to me that the manor of Aber is a very nominal thing. It is a matter of antiquarian interest.

12,182. But still there are court rolls?—I cannot answer it because I have never seen them.

12,183. Do you think that we could get the evidence from the steward of the manor?—Well, I got some questions about Aber sent which I received yesterday. I have sent them to-day to the steward.

Lord *Kenyon.*

12,184. Will you say who is the steward?—Mr. Barber, solicitor, of Bangor.

Mr. *Grove.*

12,185. Do you supply to each tenant a copy of the agreement that you make?—Yes, invariably.

12,186. That is always as a matter of rule; you always give them a copy?—Always. I hand them a copy when they sign the agreement.

12,187. Are the provisions of the agreement explained in Welsh, in case of need, by a clerk or someone?—Always. I have always an interpreter there who interprets them to the men.

12,188. Do you think that there is increased cottage accommodation wanted for farm labourers, or do you think that the estate,

Mr. *Grove*—continued.

generally speaking, has sufficient cottage accommodation?—Certainly quite sufficient for the farm labourers. I think there is sufficient cottage accommodation for farm labourers. As I have already explained, the circumstances are very peculiar on account of the demand for cottages for the quarrymen.

12,189. Then you consider that there is no deficiency of farm labour upon the farms, generally speaking?—No. I believe farm labour may be a little scarce for the same reason, that the quarries are a great attraction to men.

12,190. Then you do not think it arises from the want of increased cottage accommodation?—I do not think so.

12,191. Does the question of game cause any unpleasantness between landlord and tenant on your estates?—Well, I have had really very little of it. I have had a few complaints.

12,192. And claims for compensation?—Not in my time. I believe there have been before, but I have had no claim that I considered really was a *bonâ fide* one.

12,193. Then you spoke of the owner paying the rates in one parish. I suppose that is exceptional?—That is a very exceptional case indeed. I do not know of any other instance.

12,194. And that only applies to that particular parish?—It only applies to that particular parish. The whole parish belongs to Lord Penrhyn.

12,195. I did not quite gather the purport of your reply as to the employment of children labour on farms. You seemed to fancy that it did not enable them to pay their rents. Now surely if it prevents them paying more for labour it is one factor in the payment of rent, is it not?—It may be, so far as their private accounts go, but I do not know in the least how they pay me the rent; they pay me the rent, and whether it is on account of their being able to employ their children's labour or not I do not know.

12,196. Just so, but still the probability is that if they are able to get their children's labour they are able to pay their rent better?—No doubt a farmer with three sons on the farm is very much better off than a farmer with no sons.

12,197. Do you think that the clubs if properly arranged and properly managed would be an advantage to the agricultural labourer, and even the small tenant farmers?—Most certainly; if they could have perfect security with benefit clubs, it would be of the greatest advantage possible.

12,198. Then why do you consider that they are unsound. Is it that the basis of the risk and contribution is not properly arranged, or does it arise from what I am afraid has happened in one or two cases at any rate in the quarry districts, that is, the dishonesty of secretaries and others connected with those societies?—I should say from both causes. I believe that they are actuarially unsound, most of them.

Mr. *Grove*—continued.

12,199. You think that the actuarial part may be not as sound as it should be?—Yes, that is what I believe.

Sir *John Llewelyn.*

12,200. Can you give the Court your opinion as to the effect of what we have heard of a proposed land court?—No, I have not been asked.

12,201. Will you kindly tell us your opinion about what its effect might be?—As to whether it would be good or not?

12,202. Yes?—Personally I believe it would be productive of more harm than good. It seems to me that a land court necessarily implies freedom of sale, and, of course, fixity of tenure. If a land court fixes the rent it is pretty certain to be—it must be—below market value, what could be got by a competitive rent. It would be no use if it was not. Then if that was arbitrarily fixed there would arise a value between the actual rent and the selling value of it, the market value of it. Now who would that belong to? If it belonged to the tenant for making his improvements he ought to have power to sell it. If it did not it ought to belong to the landlord. Therefore it implies the necessity for giving the tenant power to sell that margin. Then if he sells that margin it comes to the same thing that I have said before, that the next man has to pay the market value for his farm, counting the interest on the money which he has paid for that margin between the two. Fixity of tenure would necessarily follow because the landlord could not have the power to turn out the tenant who had had his rent fixed or else he would turn him out at once, possibly when the judicial rent was fixed, and see if he could not agree with another man to take it at a higher rent. Therefore I think a land court implies the whole. There is nothing between the two, between complete freedom of sale, complete fixity of tenure, and taking, in fact, the whole thing out of the hands of the landlord. Further than this, as to fixity of tenure, I have never heard it defined as to whether it is fixity of tenure on both sides, that is to say, whether a tenant is to be at liberty to throw his land on his landlord's hands at a most inconvenient time and demand compensation for the improvements which he has made without his consent, or whether the landlord is to have the same fixity of tenure and say, "You shall not go now."

12,203. First of all about fixity of tenure. Do you give leases?—Not to large farms, only for small holdings.

12,204. Has there been any application for them?—No, none. I think that that would be the best security of tenure.

12,205. Do you consider that there is any necessity for greater safeguarding the fixity of tenure?—I should like to protect the tenant as much as I could from the possibility of improvements which he has made himself being utilised by others through a sale of his property over his head.

Sir *John Llewelyn*—continued.

12,206. Under the First Schedule of the Agricultural Holdings Act, do you consider that that might be extended?—Yes, it might be extended.

12,207. Under that Act?—Under that Act, so as to give a tenant the security.

12,208. Greater security?—Yes, greater security for the money he had spent. I do not agree with Mr. Humphreys about it; I think that it ought to be spent with the consent of the landlord.

12,209. That is required under the Agricultural Holdings Act. The First Schedule required the consent of the landlord?—It does.

12,210. Has that been applied for in the case of Lord Penrhyn's estates?—It has never been applied for. Do you mean the consent?

12,211. Yes, the consent?—Oh, constantly.

12,212. That is what I am asking you. Has that consent been applied for?—Yes, constantly.

12,213. Has it been granted?—Always.

12,214. And never refused?—Never refused, if it is for a *bonâ fide* improvement.

Mr. *Brynmor Jones.*

12,215. Have any instances come under your notice in which a new tenant has paid anything to the outgoing tenant?—I have heard of such cases, but you cannot prove it, because it is generally done by putting an increased value on the stock.

12,216. And any such things are rather concealed from you than otherwise as agent, I suppose?—Invariably.

Chairman.

12,217. Mr. Brynmor Jones is anxious to know about this Crown property that was enclosed, I think you said, some years before you were the agent. Would there be any objection to letting the Commissioners know under what circumstances they were enclosed, or will it be necessary to go up to the Woods and Forests for that information?—I do not know how it should be obtained. I really do not.

Mr. *Brynmor Jones.*

12,218. The Commissioners you see can go to the Woods and Forests?—But there were not enclosures made; they are not enclosures.

12,219. But so far as manors or hundreds, or any property, was formerly Crown property, any subject can only obtain them regularly by means of a grant from the Crown?—In the case of the wastes of Llanllechid parish, they were purchased in 1858 from the Crown by Lord Penrhyn.

12,220. Very likely, but you see the Commissioners can go to the Woods and Forests, and I have no doubt the Woods and Forests would allow us, being a body of men appointed for a public inquiry, to look at their documents?—I do not know as to what the inquiry is being made. That is what I am in the dark about. It is not the waste of Llanllechid, is it?

Mr. *Brynmor Jones*—continued.

12,221. All the wastes that were formerly Crown property I am referring to?—I know of no other wastes that were formerly Crown property but the wastes of Llanllechid, and that was purchased in 1858 from the Crown. I know of no other wastes that were got from the Crown, and I do not fancy there are any.

12,222. I think I am expressing the general opinion of the Commissioners when I say that we shall be very glad indeed to get some information as to any grants from the Crown to landowners in this neighbourhood?—Do I understand that the Commissioners are going into the question of title?

12,223. Not as between two private individuals, but as between the Crown and private individuals?—But they are; they are investigating the title of individuals as to property granted by the Crown.

12,224. I do not think you ought to ask me questions. I am indicating what is in my mind, and you have volunteered to give evidence here?—Not as to title.

12,225. I thought you volunteered to give evidence?—I have no authority to speak to title.

Mr. *Richard Jones.*

12,226. When you erect farmhouses do you erect them sufficiently large to accommodate the men who are employed on the farm?—I do in the case where men are employed on a farm. In a small farm there are no men employed at all. In building a farmhouse for a farm of 20, 30, or 40 acres, I probably should not make provision. In the case of a farm larger than that, I should make provision for the women servants.

12,227. You have done so?—Yes.

12,228. Does the custom prevail upon Lord Penrhyn's estate of accommodating the men in the lofts?—Yes, it does. Generally over stables or something in that way.

12,229. Do you think that a proper way in the interests of morality?—No, I do not. I should much prefer seeing them living in their own cottages.

12,231. But in case several men are employed?—I do not think it is right, and I think the accommodation ought to be better.

12,230. Do you pay a little attention to that now when you build new farmhouses?—I am constantly making up the outhouses into proper sleeping rooms.

12,232. You say that grazing the mountains tends to deterioration of stock. Do you think that the mountains could be used for some more remunerative purpose than grazing stock. Would you go so far as to say that?—Well, I do not think they could now. I do not think you could grow grain upon it. It is perfectly true that a great deal of the higher portions of some of the mountain land were ploughed in former years, because you can see it, but I am quite sure it would not pay to grow grain there now; whether the climate has altered, or what has happened, I do not know.

Mr. *Richard Jones*—continued.

12,233. Then you would not go so far as to condemn the system of grazing the mountains?—No, it is the only possible use; I do not condemn it.

12,234. You say in respect of the establishment of a land court that free sale would necessarily be implied?—When I say a land court I mean a land court which fixes rents.

12,235. I suppose you believe that a tenant ought to get compensation for unexhausted improvements?—I certainly do. In speaking of this estate I am sure he always would.

12,236. Of course you are against free sale, or custom of the tenant-right?—Yes, for the reasons I have given.

12,237. But it does not necessarily follow that free sale would be implied in the establishment of a land court. It would depend to a great extent upon the powers assigned to a land court whether a tenant in the occupation of the land should appoint a successor, would it not?—Then I ask, if I may put it in the form of a question, how are you going to dispose of the difference between the market value and the rent?

12,238. You see I am not here to answer questions. I am here to ask you questions?—Yes, but I am putting it in the form of a question simply. My idea is, if I may put it in this way, that I cannot see any other way of dealing with the margin which exists between the rent and market value except free sale.

Chairman.

12,239. A question by Mr. Vincent: "Have "not your sub-agents special training?"—Yes.

12,240. "Do you agree with Lord Harrowby's "saying to the effect that a lease carries with it "the idea of termination, and a yearly tenancy "the idea of continuity"?—Certainly, I entirely agree with that. At the expiration of a lease, the whole arrangement has come to an end. A yearly tenancy gives you the idea of continuity.

Chairman—continued.

12,241. A question by Mr. Vincent: Do you know any instances of farmers' sons established in business?—Yes, I do know of instances. I do not think I can name them now, but I could get them.

12,242. But that does happen occasionally?—It does—in banks and so on.

12,243. A question by Mr. Vincent: "Are "you familiar with any large English estates"?—I have some knowledge as having been the son of an English landed proprietor, and I have also some knowledge as being a trustee of one of the largest landed estates in England.

12,244. This is also a question by Mr. Vincent: "Can you form any idea upon the "question whether the standard of valuation for "purposes of rental is higher in England or in "Wales?"—No, I think it is about the same, I should say—nearly the same.

12,245. A question by Mr. Owen Wynne: "Do you hand in a statement showing the "detailed expenditure on buildings, &c. for one "year"?—I have a statement here which I could hand in, but it includes other expenses besides farm buildings. It gives the different farms and the different portions. One portion of it is as to the whole expenditure on the parishes in this neighbourhood. It does not include Lleyn, and it does not include Yspytty, and that part of the estate. The average expenditure in Lleyn is about 1,000*l.* a year, and the average expenditure on the other portion of the estate is from 800*l.* to 1,000*l.* They are not included in that return.

12,246. A question by Mr. Owen Wynne: "Is there a butter factory on the Duke of West-"minster's estate near Eaton?"—I do not know, really.

12,247. "Is there another in Montgomeryshire?"—That I do not know.

Rev. ROBERT WILLIAM GRIFFITH called and examined through an Interpreter.

The interpreter read the following statement of the witness:—

"Rev. Robert William Griffith, C.C., Bethel, Llanddeiniolen.

"*Cultivation of Land.*

"No scarcity of farm labourers.

"The hedges and ditches are generally attended to, but might be improved. Some cultivated land is running wild, owing to the insufficient capital and insecurity of tenure. Not much waste land has been cultivated in my neighbourhood during my lifetime. There is much wet land that may be cultivated by being drained. There is less cultivation of land in recent years. More land is laid down in pasture now at the tenant's expense or loss. Less root crops are grown now than formerly. Hardly any fallowing. The cause is less labour that was necessary for the proper cultivation of the land, and which consequently reduces the produce.

"*Improvements.*—Hardly any improvements are made by the landlords to their tenant farmers. They are confined to their own parks and farms.

"On permanent buildings erected on farms by the landlords, they generally charge 5 per cent. interest on the outlay.

"All other improvements are done by the tenants, viz., drainage, buildings for stock, tanks for preserving liquid manure, fences, gates, and posts, manure, seeds, &c., &c.

"For building the landlord supplies the timber, slates, and lime. The tenant does all the haulage and labour. The landlord sometimes supplies the pipes, but the tenant has to do all other work connected therewith.

"*Compensation.*—Yes, where there is an agreement, but not otherwise.

"Respecting the Agricultural Holdings Act. The tenants acquiesce to the wishes of the landlords by contracting out of its operation. Con-

sequently they derive no benefit by the Acts of 1875 and 1883.

"Farmers do not apply for consent for specific improvements, because they are too timid to ask and are afraid the consent would not be granted to them. I do not know of any one who has asked for any such consent.

"*Allowances.*—Growing crops are valued.

"For improvements and cultivation no allowance is made.

"Manure remaining at the expiration of tenancy is valued. Nothing for permanent improvements.

"Outgoing tenants get no consideration, but ingoing tenants get all the benefits.

"*Sale of produce.*—Tenants are not allowed to sell hay, straw, and manure.

"The outgoing tenant is not allowed to select the incoming tenant; sometimes they are allowed to submit names for the landlord's consideration.

"*Game.*—Yes, they are preserved. Hares, rabbits, pheasants, partridges, and grouse are preserved by the landlords in my district. Tenants generally do not avail themselves of the provisions of the Game Act. They are afraid of the landlords, and do not wish to incur their displeasure. Serious damage is done by the game to the tenants' crops. Compensation is granted in very few instances, but not adequate to the damage done. Some tenants do assist to beat coverts; whether they are forced to do or not I cannot say. They are supplied with luncheons. Owing to the game there is less cultivation. They cause a breach between the landlord and tenant. They are a great temptation to labourers and the public to become poachers.

"The right of sporting on Crown and common land is vested in the landowners adjoining the same. Almost every common is claimed as private property."

Chairman.

12,248. Is there much game where the rights of sporting are let by the owners to other sporting tenants?—No.

Sir *John Llewelyn.*

12,249. Do I understand you to say that the landlords contract out of the Agricultural Holdings Act?—The landlords and tenants have so agreed; the landlords wish that it should be so and the tenants have followed.

12,250. Does that apply to anything beyond the 5th section of the Act?—I do not know everything with regard to all the sections of the Act, but that is what they have done in our neighbourhood.

Professor *Rhŷs.*

12,251. Do you know what the accommodation is for farm servants in the farm houses in your neighbourhood?—The accommodation is deficient at its best.

Professor *Rhŷs*—continued.

12,252. Do you think that that leads to any serious evils?—It is possible that it may lead in that direction, but I could not be certain about it.

12,253. Your neighbourhood, I suppose, is fairly free from immorality; is that so?—My district is just like other districts generally.

12,254. But if the farmers had more accommodation for their farm servants do you think there would be less immorality?—Under some circumstances it is possible.

12,255. Do you know the nature of the food of the farmers in your district—the small farmers and labourers. Can you tell us whether their food is now better than it used to be, or worse, or the same?—It is a little better. Servants when I was a boy had barley bread entirely, but now they have what we call mixed bread, and white bread is brought to the table sometimes.

12,256. Do they not live to a very great extent on tea?—The workmen live to a great extent on tea, but if you are referring to agricultural labourers, they get a good deal of milk food.

12,257. You are an observer. Perhaps you will tell me what the result is—I mean the difference between those two sets of people?—Those who take milk food as a rule are broader men and stronger men.

12,258. What about the teeth of the people who live so much on tea?—I cannot say; I am not a dentist.

12,259. You have not observed perhaps that the young people who live on tea have no teeth scarcely in those neighbourhoods?—There is that to be said; young people in the neighbourhood seem to lose their teeth earlier than they did in former years. I do not know what may be the reason; it may be the drinking of tea.

Mr. *Grove.*

12,260. I suppose your friends are mostly practical farmers?—They are farmers and labourers also. I live in a mixed district where there are both—where they follow both occupations.

12,261. Are farmers generally acquainted with the provisions of the Agricultural Holdings Act?—The farmers generally do not know of the Act—only those who are leaders, and because there is a certain section, namely, the 55th clause under which when the farmers contract, the Act becomes of no value.

12,262. Do you know a farmer who has a copy of the Act in his possession?—Owing to this Clause 55 I think the leaders among the farmers do not take so much interest in the Act.

Professor *Rhŷs.*

12,263. It practically comes to this, that they take comparatively little interest in the Act?—I only spoke to one farmer, and that farmer, glancing at the Act, said, "There is the Act; it "is no good to me nor to anyone else at "Llanddeiniolen."

Mr. *Grove.*

12,264. Then as to the Ground Game Act; are they acquainted with the provisions of that Act?—Yes, they are pretty well acquainted with the Ground Game Act.

12,265. Have they any farmers' clubs or any organisation of any kind?—No.

Mr. *Richard Jones.*

12,266. To what estates do you speak, Mr. Griffith?—I speak of a district, and in that district there are three estates, the Vaynol, the Coed Helen, and Llanfair.

12,267. Do you know whether in the agreement on those estates there is a clause providing for compensation for improvements in substitution for the provisions made under the Agricultural Holdings Act?—I have come here to give evidence on cultivation and not on compensation, so it is not proper I should give any evidence on that.

12,268. You say somewhere here that they have contracted out of the Acts of 1875 and 1883?—Yes, I say so.

12,269. Was there an agreement on these three estates which you have mentioned in which a clause for improvements was inserted instead of the provisions of the Agricultural Holdings Act?—That question will come under the heading of occupation, and there is a witness from my district who will speak to that.

12,270. Then you are not prepared to say anything upon it?—No.

12,271. You say that there is no scarcity of farm labourers in that district. Are there as many labourers employed on the land now as formerly?—No, not so many, because several farms have been consolidated, in some cases one, two, and three, and for that reason not so many servants or labourers are employed in my district.

12,272. Why is there less labour? Is it because there is more machinery used?—On the small farms they had to keep two or three labourers, but now that these farms have been consolidated the large farmer has not to keep so many servants, because he uses so much of his land for grazing.

12,273. Do you think that more labour could be profitably employed on the land?—I know a farm where a family lived where there were four servants and a boy always; now there is only one man to a boy, and a man occasionally helping.

12,274. Will you kindly tell us why there is less labour employed on the farm?—Yes, because the farmer there ploughs less and grazes more.

12,275. Then you wish the Commission to understand that the work is scamped on the farm?—I wish you to understand very clearly on that heading that there are some parts—some connexions—which I know of.

12,276. Do you think that the want of capital on the part of the tenant has anything to do with that?—No, the tenant has his pockets full of money.

Mr. *Brynmor Jones.*

12,277. Are you at present a pastor of a congregation?—I am pleased to say that I am pastor of three congregations.

12,278. A witness at Pwllheli (his name was Mr. William Humphreys) said that many tenant-farmers held the same views as he did; but they did not come forward because they were afraid of their ministers and deacons. What have you to say in reference to that statement?—I have read the report of Mr. William Humphreys' evidence, and I feel that one of the Commissioners has taken every inch of ground underneath his feet. I refer to Mr. Brynmor Jones. See 10,504

12,279. Do you agree with the statements made by a good many of the Merionethshire witnesses, that the tenant-farmers find it extremely difficult to pay their rent?—I entirely agree.

12,280. From your knowledge of the tenant-farmers of this district, do you think that it is possible for them to save any money and pay their rent?—No; it is not possible now.

12,281. Are they hard-working and competent men as a rule?—Small tenants are really slaves.

12,282. And there are a great many small tenants, are there not?—Yes; a good number.

12,283. Do you find that the small farmers are very much attached to the holdings which they and their fathers before them have held, and to the district in which they are brought up?—That is a characteristic of our nation, that we are fond of our country and of our district.

12,284. Then, as I understand it, you think that under the existing state of the law even on the well-managed estates the lot of the farmer, especially the small farmer, is a very difficult one?—Their life is a very hard life.

12,285. Have you as county councillor, and otherwise, had to consider whether any further legislation might take place in order to improve the existing circumstances of the mass of the community?—I will answer that question in two words. First of all, I think that the landlords should reduce their rents, not to make abatements, but to reduce the rents. In the second place I feel (I have thought a good deal about it for the last 15 or 20 years) that we want a strong Land Bill.

12,286. Upon what principle would you treat the Bill?—Holland, France, and Germany have had reforms, and Mr. Gladstone has improved the Land Act of Ireland and the Land Act of Scotland, and we in Wales expect something in that direction. If I become a member of Mr. Gladstone's Cabinet I shall see to a good Bill being drawn up.

12,287. Do you think that there is a real desire felt for the creation of a land court?—Looking at the audience here to-day, I think I would like to see scores and hundreds of farmers here, but they are away,—they are at home, and they have requested us to come here to represent them, and to say that they wish for a Land Act—a Land Bill.

Mr. *Brynmor Jones*—continued.

12,288 A land court?—A Land Bill.

12,289. Do you remember the Bill that was brought into Parliament in the Session of 1892?—No; I do not remember its details.

12,290. Were you satisfied with it at the time?—It has shown me that there were better days to come.

12,291. You remember there was a Bill backed by Mr. Thomas Ellis and other gentlemen which came on for second reading on the 16th March 1892?—I remember reading the Bill, and I remember at the time that I was very satisfied, but I do not recollect its details now.

12,292. At any rate the sort of Bill that you understand the farmers who sent you here want is a Bill much on those lines, is it?—Yes; on those lines.

12,293. Have you had any discussion amongst yourselves at the county council as to whether increased powers ought to be conferred upon county councils to acquire land for public purposes?—Yes, an Act was recently passed; but not being compulsory, we were not able to do anything with it

12,294. What I want to know is, is there a general feeling amongst members of your county council that increased facilities ought to be given to county councils for the acquisition of land for the different public purposes compulsorily?—We have not spoken on the matter, nor have we divided; but those I have spoken to are very keen on that question.

Lord *Kenyon.*

12,295. I think you spoke of the Vaynol estate?—Yes.

12,296. Does the statement you made that the landlords charged 5 per cent. for improvements refer to that estate?—So it is said. e 13,631.

12,297. Has a letter been presented by the Vaynol tenants to their landlord thanking him for abatements of their rent, and for helping them to meet the bad times?—There was a reference to what you mentioned in the "Carnarvon Herald" by 12 men giving thanks for an abatement.

12,298. Do you mean that it was only those 12 tenants?—No; but I think it would be far better for those 12 to ask individually for a reduction for themselves and for other tenants.

12,299. But I understood it was a letter thanking him for having granted it; is that so?—It was, to thank him for an abatement.

12,300. Then that was the case; was it only those 12, or did they represent the tenantry generally?—I do not recollect the wording of the letter.

12,301. You cannot say, then?—No, I cannot.

12,302. Can you tell me whether times are very much worse now than they have been?—The farmers complain greatly when they try to sell during this period. I was told that between Maes at Carnarvon and Beddgelert there were tens, if not scores, of cattle that could not be sold at all.

Lord *Kenyon*—continued.

12,303. You consider matters very bad this year?—They are very bad, and we want a reduction in the rents.

12,304. I do not want anything but an answer to my question. How far back do you put this depression; when do you think it began?—10 years ago, and before that.

12,305. You stated just now that you did not think that they could pay the rents and save any money. Have there been many cases of failure — bankruptcy — amongst the tenants during the last few years?—I do not know that there are, but they borrow money and do everything in order to pay their rents.

12,306. I mean I suppose there must come an end to it; they cannot go on borrowing money without coming to grief at some time?—No, they will not go on very far unless we get a Land Bill.

12,307. That is no answer to my question. Now there has been a 30 per cent. abatement, I think, on Lord Penrhyn's estate this year; do you think that sufficient?—I do not understand—I cannot answer that question. I do not know whether it is 10, or 20, or 30 per cent. that Lord Penrhyn should reduce. I do not know.

12,308. Do you mean that you cannot speak as a practical farmer as to what the rents should be?—I am not a farmer now.

12,309. Can you give any instances of consolidation?—Yes.

12,310. Will you give them?—The two Coed Bolyns, in the parish of Llanddeiniolen; the two Cefnllans, in the parish of Llanddeiniolen; and the two Glanrhyds, in the parish of Llanddeiniolen, during my lifetime.

12,311. Are these all during your lifetime?—Yes, they are all.

12,312. What was the size of them before?—Really I do not know; perhaps some of them were 25 acres, more and less.

Mr. *Griffiths.*

12,313. Did you not say just now that the tenant farmers had their pockets full of money?—Yes, with regard to one.

12,314. I thought it was a general answer?—One, and he will appear before the Commissioners in Anglesey.

12,315. Will you kindly tell me what is the reason why the tenant farmers do not come here to-day; it is not harvesting I should think?—Yes, I can tell you without any hesitation.

12,316. What is it?—Fear of the landlords and their agents.

12,317. Why do you consider the tenant farmers should have a stated reduction of rent and not an abatement?—An abatement makes them to have a dependent spirit, a "cap in hand," either asking or thanking always.

12,318. It is not that you want the rates reduced, is it?—I want a reduction in my rent, and then the rates will be reduced.

12,319. But do you understand that with abatements you cannot have a reduction of rates whereas with a permanent reduction of rents you

Mr. *Griffiths*—continued.

may have a reduction of rates?—I understood that.

Chairman.

See 13,626–13,631.

12,320. There are some questions put in; one is by Mr. Vincent: "Did you say that the Vaynol "agreements contracted out of the Act of "1883"?—Is that Lord Beaconsfield's Act?

12,321. The Agricultural Holdings Act?—So I understood.

Lord *Kenyon.*

12,322. That is what you stated in your evidence.

Chairman.

12,323. "Have you seen an agreement?"—No.

12,324. "Do you know that every tenant has "a copy of his agreement in English, and in "Welsh where necessary"?—I think that question will be better answered by another witness on occupation.

12,325. Then, "May I ask whether what you "read in March 1892 was the Bill or the report "of the debate?"—The Bill found its way into my hands somehow. I cannot say whether it was a copy.

12,326. It was the Bill then?—A Bill found its way into my hands somehow, but I cannot say whether it was a copy or not.

12,327. "You say farmers cannot put away "anything in these days. Have not this year "and the last been quite exceptionally bad?"—Things have been getting worse for the last seven years gradually, but the last two years have been worse than the previous.

12,328. "Do you live in the neighbourhood of "the Vaynol estate?"—Yes.

Chairman—continued.

12,329. Then there is a question by Mr. W. J. Williams: "Are there many plantations for "game in your neighbourhood?"—In the parish of Llanddeiniolen there are a good number of plantations which have been planted during the last few years.

12,330. "Do you approve of large farms?"—No, Wales is too small for large farms.

12,331. Then a question by Mr. Vincent: "Was not 1889–90 quite a good year?"—No, the farmers complained.

12,332. Then another question by Mr. Vincent: "Can you give a single instance of intimidation "by landlord or agent in relation to this in-"quiry?"—No, I cannot give an instance; but a man has an instinct, and he understands what is in another man thereby.

12,333. If any such case comes before your notice it will be your duty to report it to us, and very serious measures will be taken at once. We are determined fully to carry out the Act for the protection of witnesses?—I wish to say that I, and the farmers of the country, thank Lord Carrington for his kindness.

12,334. It is not anybody's kindness, but it is the law of the land, which will be carried out. Then another question by Mr. Owen Wynne: "Can you name any farms on which tenants "have made liquid manure tanks?"—Yes, they have—ditches.

12,335. But liquid manure tanks—"pydewau at gadw gofer neu buswail"?—Yes, the careful ones among them.

12,336. Then question by Mr. Vincent: "Is it "not the fact that Mr. Assheton Smith's tenants "in Lleyn gave him a vote of thanks for abating "25 per cent. on the 23rd August 1893?"—Yes, but they would thank more if they had a reduction.

12,337. "Did the 12 signatures represent the "body of the tenantry?"—I do not recollect the wording.

The witness withdrew.

Re-examined 12,395

Mr. OWEN EVANS called and examined.

Chairman.

See 11,028–11,042.

12,338. You wish to give evidence in rebuttal of certain evidence by Mr. Ellis Williams?—Your Lordship gave permission that I should hand in that evidence. It is the evidence of my father, written at his dictation, and signed by him. If the clerk of the Court will kindly read that I shall be prepared to answer any questions.

The following statement was read:—

"With regard to the statement of Ellis Williams, of Glyddyn, concerning Penbrynhuddigl, I, Owen Evans, of Broomhall, wish to state that in 1840 I was tenant of Tynycoed, a part of the Mostyn estate, and of which Penrhynhuddigl, a cottage and garden of half an acre, formed also a part at a rent of 2*l.* per annum. I added a portion of Tynycoed to it (about 3½ acres), increasing the rent to 6*l.*, free of rates and taxes. This cottage was sold, together with

Chairman—continued.

Tynycoed Farm, in October 1844, and purchased by the late Mr. Rowland Jones, of Broomhall. I resided at Tynycoed up to the death of my brother-in-law in 1869. My late wife then became the possessor of the Broomhall estate. I may state that I can speak and read Welsh fluently, and have lived in this neighbourhood all my life."

12,339. I do not think there is any rebutting evidence in that. Mr. Ellis Williams did not deny that your father spoke Welsh?—No, I do not think he did, but it is generally said of landlords.

12,340. Perhaps it is, but you must keep to the rebuttal strictly.

The statement was continued as follows:—

"I have no recollection of at any time giving William Williams, the father, notice to quit, nor

Chairman—continued.

Owen Williams, his son. About 12 years ago Owen Williams married the tenant of Glyddyn, and left Penrhynhuddigl to live there of his own accord. I frequently employed William Williams and his sons in erecting buildings for myself, and on other estates of which I was then agent. I have no recollection of being asked for any compensation for anything done on the place, but I paid Owen Williams on leaving for everything that he wished to dispose of at the valuation of a neighbouring tenant farmer. The house has since been occupied by one of our workmen, and no gamekeeper has ever resided there. I never understood until Ellis Williams gave his evidence before the Commission yesterday that he had any grievance or complaint against me, and in 1885, when my son was married, he formed one of a deputation of four who came to my house with a wedding present to his wife.—Owen Evans."

12,341. Your father was tenant of Tynycoed, was he not?—Yes.

12,342. He let the cottage to the farmer Ellis Williams for 2*l.*?—Yes.

12,343. You agree about that?—Yes, a cottage and garden, a large garden.

12,344. Then, according to Mr. Ellis Williams' statement, your father added 5 acres of land to this cottage, and raised the rent to 6*l.* You say you added 3½ acres, and you raised the rent to 6*l.* You wish to correct the 5 to 3½?—Well, I think that is a clerical error, it must be. I have got the acreages of the fields on a rough slip of paper here; one piece is 22 roods; another 3 acres 18 roods; another 3 acres 14 roods; another 3 acres 4 roods; and another 1 acre and 18 perches.

12,345. How many acres did you add to the cottage when you raised the rent to 6*l.* The tenant says you added 5 acres; you say you added 3½, which is right?—We took this from a map here, and if it is a mistake on our part we adhere to what we say.

12,346. But you do not think the tenant has treated you badly in saying that you gave him 5 when you say you gave him 3½?—Oh, no, he has been liberal.

Mr. *Griffiths.*

12,347. Have you added those figures up?—No, I have not added them up.

Chairman.

12,348. Have your ever heard of your father mentioning the fact that he was annoyed because the pigs trespassed on his ground?—No; he thought of putting that into his statement, but thought it was useless afterwards; but the cattle were an annoyance to the neighbourhood; they were always in the highway.

12,349. Then the tenant was an annoyance to your father?—Well, he was an annoyance to the neighbourhood, inasmuch as the cattle were always in the road.

12,350. He gave him notice to quit?—He has no recollection of ever having given him notice.

Chairman—continued.

12,351. Does he deny that he gave him notice to quit; does he rebut that part of the statement?—Yes, he does.

12,352. He denies it?—Yes, he does.

12,353. He says that it is not the fact?—He has no recollection of giving it.

12,354. That is rather loose—"he has no recollection"?—Well, it is over 50 years ago.

12,355. Can he positively state that he did not give that man notice to quit?—No, he cannot, but to the best of his recollection he has never done it. He believes he has never done so.

12,356. He believes he has not done so, but he cannot positively say that he did not?—No, he cannot.

12,357. When Ellis Williams gave up the land he kept the cottage at 4*l.* rent; do you deny that?—Well, I am not quite sure about the rent, but I think it was probably 4*l.*

12,358. What compensation did your father give Ellis Williams when he took away the land that he has no recollection of taking away, and left him the cottage at 4*l.*; what compensation did he give to Ellis Williams?—I think you did not quite understand; my father does not say that he has no recollection of taking that piece of land away. He did do it, but he did not give him notice to quit before doing so.

12,359. What compensation did you give Ellis Williams when the land and the cottage parted company?—I do not think he gave anything at that time.

12,360. Then you agree there?—Yes.

Lord *Kenyon.*

12,361. He never asked for any?—He never asked for any compensation.

Chairman.

12,362. "We paid the rent to Mr. Owen "Evans regularly. Because of something or "other—I believe it was because our pigs "trespassed on Tynycoed, the adjoining farm "—Mr. Evans got angry with my father and "gave him notice to quit." That you say you have recollection of?—My father alleges that there was no ill-feeling at all between them, that is, nothing to speak about.

12,363. You have no recollection of anything of the sort?—No.

12,364. "The effect of this notice on my "father was that he never afterwards walked a "healthy step. He saw all his labour and money "spent in vain"—you know, he says he built the house. Do you deny that?—No, but it was a mud cottage as he says in his evidence. The house is only a small cottage, with two rooms and a loft over it, I think; and if it is inspected now it will be seen that most of the walls are built of mud still, only that there was a roof put on it and some thatching up.

12,365. What compensation was paid for the roof being put on and thatched up?—I do not think there was anything.

12,366. Then Owen Williams' brother, Ellis Williams, lived in the house for a considerable

Chairman—continued.

time afterwards?—Yes. I wish to point out that what he says in his evidence is that the house was built in 1840. In his cross-examination at the end I think he says that.

12,367. Yes, and he says, "My father went to "this place to live there about 62 years ago; the "house was one built of mud and roofed and "thatched with straw"?—At the end in his cross-examination he says the house was built in 1840. That cottage with the farm then belonged to the Mostyn estate; my father was only tenant; he could not give him a lease then, he had not the power.

12,368. I do not think there is any question about a lease or anything of that kind?—It was asked in the cross-examination whether he had asked for a lease.

13,369. And he answered that he could not get one?—He never did ask, because he knew very well that my father had not the power to give him one.

Professor *Rhŷs.*

The tenant explained that Mr. Evans had not the power to give a lease. That came out.

Chairman.

12,370. When Ellis Williams married and left, what happened then. Did they make application to go on with the house in the family?—No. Ellis Williams left and married this tenant of Glyddyn and went there to live, it being a larger place.

12,371. Then Owen Williams came — the brother to Ellis Williams?—Owen Williams always lived at this place. Ellis Williams had nothing to do with it except that he was the son of the old man. I do not know how he came to give evidence.

12,372. When Owen Williams left to go and get married and live somewhere else, did or did not Miss Williams, the sister, ask to be taken as a tenant?—I believe some of them came. My father was willing, I believe, for a daughter of Owen Williams, that lived there, as far as my recollection goes, to go on with it—the one that lived there with the father,—but Ellis Williams, who was the uncle and lived elsewhere, wanted to put another sister there, as far as my recollection goes.

12,373. Then you do not rebut the evidence that a sister to the Williamses asked to be allowed to stay in the house?—No.

12,374. And you do not rebut the evidence that she was refused?—No.

12,375. And you do not rebut the evidence that no compensation was paid for the house?—He never asked for compensation, but my father asked a neighbouring tenant farmer to value everything that Owen Williams wanted to sell, and he paid him he believes about 30*l.*, it may be a few shillings more or less, but about 30*l.*, he believes when he went away.

12,376. He has a perfect recollection of that fact?—Oh, perfect, yes.

Chairman—continued.

12,377. His memory is clear about that?—Oh, yes, and the man who valued it recollects it too.

12,378. Then all there is in the rebutting evidence is that he was paid 30*l.* at the end of his tenancy?—Yes, my Lord, but I wish to state that the house was built in 1840, and he did not leave it till 12 years ago; that would be in 1881; so even if he did improve it he had ample time——

12,379. He says he built it?—Yes, he built it in a way.

12,380. And that he improved the land very much; do you deny that?—Oh, there is no doubt he improved the land, but I cannot say to what extent.

12,381. You do not deny, either, that he got no recuperation for his improvement of the land at all?—No, I believe not.

12,382. He improved the land very much; you say you have no recollection how he quitted his tenancy; but anyhow he was your tenant; he improved the land and he got no compensation; then his sister was refused as a tenant; he says he got no compensation for the house, and you say that you gave him 30*l.*?—Yes.

12,383. Then the whole of the rebutting evidence, as I take it, is that you gave him 30*l.* as compensation for the house that he built 60 years ago?—Yes, and perhaps I may point out that even if he had had a lease he could not expect to get it much longer than from 1840 to 1881. He had ample time to reap the benefit of his improvements.

12,384. I do not say he had not; but he says he got no compensation; you say he got 30*l.* compensation. Then there is only that between you, except that he says he had 5 acres and you say he had 3½; and he says a gamekeeper lived in the house and you say one of your estate men did?—Yes. The acreage that I mentioned here, added up, comes to 4 acres and 14 perches.

12,385. Then practically it is about ¾ acre less than the man said?—Yes.

12,386. And what there is between you is that you say you gave 30*l.* and he says he got nothing?—I do not wish to make the statement more than is absolutely necessary. The 30*l.* was a valuation for what he wished to sell; he got about 30*l.*

12,387. But this is what he sold in the house?—No, not in the house—outside. For instance, he got 10*l.*, I believe, for hay, and 2*l.* for lattermath and other things.

12,388. Anything else?—I cannot tell you how the others were.

12,389. Then he got 10*l.* for the hay and 2*l.* for the lattermath and the rest for the house?—I cannot say what he got for the rest, but he got about 30*l.* altogether when he left, as far as my memory goes.

12,390. Your evidence is rather hazy as to what he got the rest for; did he get it for a cow?—Oh, no; he got it for improvements and things on the place that he left when he went away.

Chairman—continued.

12,391. I have made a mistake; the tenant does not deny that he got compensation on quitting his tenancy, but his grievance against you is that he got nothing for his house?—We agree on that, only I say that he was there long enough for what he did to the house to recuperate it to himself.

12,392. Then the only thing in the rebutting evidence is as to this difference of ¾ acre?—That is all the difference I think there is. With your permission, my Lord, there were two small points in the evidence given yesterday that I should like to refer to.

Chairman—continued.

12,393. Whose evidence was it?—Mr. Newell's and Mr. J. T. Jones'.

12,394. Will you put what you want to say in the form of a statement, and we will see whether we can take any notice of it?—Thank you.

Re-examined. 12,521.

The witness withdrew.

Adjourned for a short time.

Rev. Robert William Griffith recalled and further examined through an interpreter.

Evidence continued from 12,337.

12,395. The interpreter translated from the Welsh the following statement of the witness:—

"Suggestions:—

"First, land court, including security of tenure.

"Secondly, assistance to the farmers to buy the land.

"Thirdly, right for workmen to acquire houses and gardens near towns."

Sir *John Llewelyn.*

12,395A. May I ask upon that whether you mean with Government money?—According to the Irish plan, one part out of three. I suggest there should be right for workmen to buy land for houses and gardens near towns.

Professor *Rhŷs.*

He says, "Right to buy them for the workmen," I think.

Sir *John Llewelyn.*

As a compulsory clause in the Small Holdings Act.

Professor *Rhŷs.*

Yes.

The *Witness.*

"Freer access to the mountains to raise peat and to keep sheep. A fuller right in order to obtain opportunities to get water from the lakes for towns and villages. A greater right to make light railways or narrow-gauge railways to the villages and the outlying districts."

Lord *Kenyon.*

12,396. He means provided by companies?—Yes, a greater right to make narrow gauge railways or light railways to the vales and villages, the outlying districts and villages.

Sir *John Llewelyn.*

12,397. Do you mean greater powers to county councils?—Yes, to county councils, and that the landlords and their agents ought to be able to speak Welsh and not merely to say "No Welsh" when spoken to.

Mr. John Jones called and examined through an interpreter.

See 12,555–13,691.

12,398. The interpreter read the following statement of the witness:—

"Mr. John Jones, Ty Cnap, Llanwnda.

"Rent, 48*l.* formerly; present rent, 54*l.* I am the present tenant of Ty Cnap.

"My son, Henry Jones, was the late tenant. After his death I took possession of the farm. When my son took possession of the farm there were no outbuildings, and the house was in a very dilapidated state, and was nearly down. The landlord, the Rev. Constable Ellis, came there and saw it. He asked my son if he would alter the place by doing the necessary repairs and building outhouses, and that he would remember him (Henry Jones), as he (Mr. Ellis) was at that time receiving only a small income. Henry Jones commenced to build as requested.

"The landlord called upon him and told him to proceed with buildings, and that he would pay him. Henry Jones paid the rent through the bank, and the landlord sent the rent back to him on account of the alterations. I lived there with my son. My son being short of cash to go on with the alterations required, he asked me if I would advance him some money, which I did by selling some property I had at Carnarvon for 300*l.* My son died. I gave notice to the landlord at Llanfairfechan personally that as my son had died I intended giving up possession of Ty Cnap, and that I wanted Mr. Ellis to send a man there (to Ty Cnap) to value the buildings and the drainage done by my son at his request.

"He, Mr. Ellis, told me at Ty Cnap to proceed with buildings and complete the same. I said to him that I had no money, that I had spent all. Mr. Ellis stated that he would grant me a lease if that would suit me, and would give me the loan of 150*l.* to complete the buildings, but I would have to give him 6*l.* as interest yearly for the same. I asked him, would he give me a paper, so that I might be secured to get the lease. He would not, but stated that his word was sufficient. I had witnesses hearing the landlord promising the lease—my son Robert

and my wife. I and my son Robert went to Llanfairfechan. I signed a paper that I was willing to accept his terms, viz., paying 6*l.* a year more rent until I would get the lease. Mr. Ellis ordered me out of his house because I told him that he was not doing right to promise a lease to me and he going to sell the farm. I told him he was lying or misleading me. I heard that the place was for sale.

"I was then nearly completing buildings. A great many people visited Ty Cnap to inspect it. I went to Llanfairfechan to Mr. Ellis to ask if there was any truth in what I had heard that the place was on sale; he told me to go home and not mind what people said.

"In a few days after I received a letter from Mr. Ellis saying he had changed his mind and that he would not grant me a lease. In a short time after I received a notice from Mr. Williams, late Glanbeuno, that he had bought the property. I went to Mr. Williams and asked him if he had bought the farms and buildings as they were.

"He said that he had bought everything as they were, and told me if I had any claim I was to see Mr. Ellis. I and my son Robert went to Llanfairfechan and saw Mr. Ellis when he ordered us out, and said he had sold it to Mr. Williams, and that if I had any claim he referred me to Mr. Williams. I was so annoyed that I went to Bangor and placed the matter before Bishop Campbell, and the result was that the Bishop could do nothing with him (Mr. Ellis). The Bishop sympathised with me in my loss. I still owe Eryri Works (timber merchants, &c.) 8*l.* for materials. I also owe for ironmongery 5*l.* or 6*l.* to Mr. T. O. Jones, ironmonger, Carnarvon. I had also borrowed 40*l.* at the Old Bank of Carnarvon which were advanced to me and my deceased son, which I had to repay. My landlord wanted me to sign a paper which he read to me and gave to me the purport of it in Welsh as he thought proper. He refused to give me a copy of it to go home with me. Valuation of repairs on buildings, &c. put in. [*The document was handed in.*] I am now paying by instalments the money advanced to me to complete the buildings at Ty Cnap. I estimated my loss at 300*l.* which I expended besides the extra 6*l.* that is charged as interest for the 150*l.* advanced to me. I am paying the same up to now. I do not include anything for my own time and work. This is actual cash spent. My opinion is this, that the landlord intended to sell Ty Cnap or else he would not advance me the 150*l.*, and as the previous rent was only 48*l.*, the rent charged, 54*l.*, would bring more in at the sale."

Chairman.

12,398A. Are you there now?—Yes.

12,399. What do you pay on the farm—the present rent?—54*l.* ever since I had the loan of this money, when he said I would have a lease and that I would not have to pay the 6*l.* after getting the lease.

12,400. Have you got the lease now?—No.

Professor *Rhŷs.*

12,401. There is a misunderstanding He says it is in the hands of another person now?—The farm is in the hands of someone else, and I am obliged to pay him 6*l.* all along.

Chairman.

12,402. Are you the tenant of this Ty Cnap?—Yes.

Lord *Kenyon.*

12,403. Do you know what Mr. Ellis sold the farm for?—No, I do not, except that the man who bought the farm said that he paid dearly for the improvements I had made on the farm.

12,404. Can you give me the date of your son's death?—January 1884, so far as I can recollect now.

12,405. And the date of the sale?—I did not know it had been sold until I had the notice or warning—notice to quit. It was sold by private treaty.

12,406. You cannot tell me the date?—No, I cannot say beyond that I at the time expected a paper in order to get a lease.

12,407. You can tell me the date of your first payment of rent to Mr. Williams?—No, I cannot, only that it was sometime towards the end of the year 1884 or beginning of 1885.

12,408. That is quite near enough. I have no further questions to ask. It seems a very hard case.

Mr. *Brynmor Jones.*

12,409. Have you consulted any solicitor?—Yes.

12,410. But you got nothing in writing from Mr. Ellis, as I understand?—No, he refused to give it.

12,411. It is a very hard case?—It is very hard on me—not paying anything to me for it.

Mr. *Griffiths.*

12,412. What is the total amount of what you consider you have lost?—I consider that we have lost from 250*l.* to 300*l.*, besides the labour of myself and my child, only getting food there.

12,413. Do you include the 120*l.* as well?—The alteration on the land and the building has cost about 450*l.*, or there are about 450 roods of drainage, and a portion of land like a common where gipsies used to stay has been enclosed at his request with a stone and mortar wall.

12,414. I do not quite understand you yet You have lost your own 300*l.*, you say, and then you borrowed from your landlord 150*l.* more?—He urged me to take the 150*l.* in order to finish it, and if I had a lease at the time that he gave the money there was a number of men ready to give me the money to go from there.

Professor *Rhŷs.*

12,415. For the lease?—For the lease.

Mr. *Seebohm.*

12,416. What was the date when the building was commenced?—I went in in November. There is no place to put anything in. I had to do something at once.

12,417. What was the year when this building was put up?—1880.

12,418. Was it completed in 1883, before 1883?—No.

12,419. Then having got the consent of the landlord to make that building, I do not quite see why it does not come under the Agricultural Holdings Act?—I do not know what the Agricultural Holdings Act is.

12,420. You are still in possession of it?—Yes. I hold the place.

12,421. You hold it under another landlord?—Yes, Mr. Constable Ellis used to come yonder now and then and tell us what to do; he used to come from time to time all along.

Mr. *Grove.*

12,422. Did you ask the landlord for a letter when he told you to get on with the completion?—After the death of my son?

12,423. I mean when the landlord gave his consent for the building, did he then give a written consent, or a verbal consent?—He would not give a written consent.

12,424. Did you ask him for it?—My son was alive and asked him. That was before my son's death. Several times my son asked him, a man who lived there would not leave. They had sold all his things, and would not go from there, and we slept in an outbuilding—in a kitchen outside.

12,425. Then do you say that when the farm was sold by Mr. Ellis, you consider a higher price was paid because of these improvements that you had paid for and effected?—Certainly.

12,426. Did you consult a solicitor as to your claims—whether you had any claims?—Yes, after being at Bangor to see the bishop, we went to see Mr. Bryn Roberts and asked him.

Chairman.

I understand the Rev. Constable Ellis has been informed of this.

The *Secretary.*

Three days ago I wrote to inform him that the witness was coming.

Chairman.

Is the reverend gentleman in the room?

Mr. *J. H. Roberts.*—No, my Lord. He wrote to me this morning, and asked me to watch the evidence, and after I have had a copy of it I may have something to say in the matter. I have Mr. Ellis's letter to me, but I only got it a short time ago.

Chairman.

The evidence was sent to him.

Mr. *J. H. Roberts.*—No. I am prepared to-morrow to give Mr. Ellis's statement. He is in bad health himself, and is unable to attend. I will be prepared to give his statement, and perhaps verify it to a certain extent by my own knowledge.

Chairman.

Will you interpret that to the witness.

[The interpreter interpreted the statement of Mr. Roberts to the witness.]

The *Witness.*

Mr. Roberts knows a good deal about the concern.

Chairman.

12,427. Will you be present here to-morrow?—Yes.

Chairman.

12,428. Question put in by Mr. Vincent: "You say 'my landlord,' once or twice, towards "the end of your evidence. To which of your "landlords do you refer"?—My present landlord said that he had nothing to do with it, and then I went to my late landlord, Mr. Ellis, because I felt that he was responsible for the improvements which I had made, and I accused him of lying to me, telling me untruths, and leading me to poverty.

Mr. *Seebohm.*

12,429. Then you lost your right to compensation, simply because the consent of the landlord was not made in writing?—I got nothing.

Mr. *Seebohm.*

He practically answers "Yes" to that question.

Chairman.

12,430. The second question by Mr. Vincent is: "If I understand rightly, you complain that "Mr. Ellis broke his promise as to the lease, "rather than of the present state of the law. "Is that so"?—I do not know anything about the present state of the law beyond that he promised a lease, and Mr. Roberts, of Dinas, was to draw it up.

Re-examined. 12,455.

Mr. Evan Roberts called and examined through an interpreter.

The following statement of the witness was read by the interpreter:—

"Mr. Evan Roberts, of Bryn'r Odyn, Llandwrog, tenant.

"My father, Hugh Roberts, took the farm more than 80 years ago. Rent then 42*l.* Same acreage as now, 42 acres.

"The vicar of Llanengan was the landlord and his family, but it was sold by auction at Crown Hotel, Pwllheli, to Mr. Williams, Rhiw, Blaenau Festiniog; price then 1,420*l.*, 25 years ago.

"Improvements were made by my father and brothers; cultivating the land by clearing the

stones, making drains, walls, erecting new gates, and bridges to cross the river.

"An advance in rent was made of 8*l.* in tenancy of two years; then another advance in a few years of 10*l.* After the death of Mr. Williams, Mrs. Williams advanced another 10*l.*

"Part of it, half an acre, was taken towards the garden, &c., for chapel of Bryn'r Odyn, without any deductions. Then it was sold by the executors of Mrs. Williams to Mr. Watkin, Muriau for 1,900*l.* I refused to pay more than 60*l.* rent. He wanted us to re-build, which I refused; then he gave notice to quit. I did not get anything for improvements. I could not pay the rent without the assistance of my brother Owen Roberts, who was working in the quarry, and he used to give me on an average 20*l.* a year. I could never manage to scrape together more than 50*l.*

"I am now working at Tyddyn Dafydd, and am more happy and comfortable that I have ever been.

"I consider 40*l.* enough rent on Bryn'r Odyn."

Chairman.

12 431. Are you a labourer, or have you a farm of your own?—I work now, since I have left the farm.

12,432. Do you work as a labourer?—Yes, as a labourer.

12,433. How old are you?—62.

Mr. *Griffiths.*

12,434. What do you recommend in this case? Do you expect us to do anything for you?—No. I do not think that the Commissioners could do anything for me, but I should like the public to know generally how I have been treated.

12,435. Why do you think the country ought to know?—To see whether we could have better Acts of Parliament from this time forward.

12,436. And to enable the tenants to have further compensation for improvements?—Yes.

Mr. *Brynmor Jones.*

12,437. I understand you to say, that though you worked hard you found it very difficult to pay the rent?—Yes.

Mr. *Brynmor Jones*—continued.

12,438. Have you any sons to help you in the farming, or did you ever get labourers?—No; I had no sons. I had a man occasionally.

12,439. Did he live indoors with you? Did you find him in board and lodgings?—Yes; he came yonder to spend over Sunday.

12,440. I do not think that you understand my question. Did you find him in board and lodging?—No; only over Sunday he had his food and lodging.

12,441. I understand you were born on this farm, were you not?—Yes.

12,442. And did you work on the farm to help your father?—Yes, until I was 18 years of age.

12,443. Had you any brothers?—Yes, six.

12,444. And then, when your father died, you took on the farm, did you?—Yes. I was executor, so I took the farm on.

12,445. Did you have nobody to help you?—No, no one.

12,446. Did you find it possible to do the whole of the work yourself, do you mean?—No, I kept a man.

12,447. You said "only occasionally." That is why I asked you the question?—Yes, occasionally.

12,448. Do you mean you had him to assist you at harvesting, or do you mean that you took him on by the year, or what?—No, by the week.

12,449. What became of your five brothers?—They turned out to work for the quarry.

12,450. After receiving notice to quit, as I understand, you had to go and work as a labourer?—Yes.

Lord *Kenyon.*

12,451. Is this Mr. Watkin a landowner?—Yes. See

12,452. Beyond this farm he has others, has he not?—Yes, a little in my neighbourhood.

12,453. Do you know how big his estate is?—No, I do not know.

12,454. Has he any occupation besides being a landowner?—He was agent, but the estate has been sold.

The witness withdrew.

Mr. John Jones recalled and further examined through an interpreter.

Chairman.

Evidence continued from 12,430.

12,455. Is that your signature to that receipt, across the stamp [*handing receipt dated 26th January 1885 to the witness*]?—I see my name on the document, but I do not know what it is. I have not the slightest idea what it is.

12,456. Is it your own handwriting?—Yes; I wrote that signature, but I do not know what the paper contains.

[At the request of the Chairman, the interpreter read the following receipt to the witness, first translating it into Welsh and then in the original English.]

"I, John Jones, of Ty Cnap, in the parish of Llanwnda, in the county of Carnarvon,

Chairman—continued.

acknowledge that I have received this twenty-sixth day of January 1885, from the Reverend Philip Constable Ellis, of Llanfairfechan, in the said county, the sum of One hundred and fifty pounds, in addition to the sum of Twenty-four pounds, formerly paid to my son Henry Jones, in consideration of money expended on buildings and repairs on the farm of Ty Cnap, and I hereby engage to pay interest for the sum of one hundred and fifty pounds at the rate of 4*l.* per cent. so long as I shall continue tenant of the said farm, and I hereby declare that I consider the two

Chairman—continued.

sums aforesaid of 150*l.* and 24*l.* as fully discharging all claims for compensation in regard of buildings and improvements which I may otherwise have had on the said Philip Constable Ellis, my landlord.

"(Signed) John Jones.

"26 January 1885.

"Witness, Ph. Constable Ellis."

I never heard it read before. This must be the paper which I signed before going home, and I asked him for a copy of it before signing it to take home to show to the family what I was signing, and he said these words to me, "Won't "you believe the vicar on his word?" I said, "I really don't know; they are free to tell "lies at times. It will be no worse for "you, Mr. Ellis, to give a copy of it, and keep "the money until I can go home in order to see "what it is."

The *Witness.*

I asked him if he was not ready for me to take the paper home would he allow a different man to come there to translate to me. His refusal was making me suspicious that everything was not all right, and he asked me, "Do "you think it is not all right?" "Yes," I said, "or else let me have a copy to take home," and then he told me to take him at his word, to believe him, and I said to him, it would be far worse for him for deceiving me than it would be for me for having been deceived.

Chairman.

12,457. Do you give us to understand that you did not know what you were signing?—No, I never knew until now, but I went to see a solicitor in this town, Mr. Allanson, to see whether he was right in refusing to let me have a copy when I made the row after selling it and everything.

12,458. Do you speak English?—No, I cannot. I can say, "How d'ye do?" and that sort of thing.

12,459. Was any person in the room with you and the clergyman when this transaction took place?—The servant came there to ask whether she might bring a piece of bread or something to me, and he told her to go out and shut the door after her.

12,460. Can you speak Welsh?—I could that time. There was yonder man constantly speaking with me.

12,461. Can you recognise the handwriting of that letter [*handing to the witness a letter dated July 31st, 1882, and signed* "Henry Jones"]?—A son of mine.

12,462. Was that written by your son Henry Jones?—His name is there. The one I think that signed it was Robert.

12,463. Was your son's name "Henry"?—Yes, the son who died.

Chairman—continued.

12,464. Do you acknowledge that that is your son Henry Jones's handwriting?—Henry Jones? There is a Robert Jones.

12,465. Do you acknowledge that that is your son Henry Jones's handwriting?—I cannot say that. I think that the handwriting is that of my son Robert. The hand that wrote this was my son Robert's.

[At the request of the Chairman the interpreter read the letter as follows:—]

"Ty Cnap,
Bontnewydd,
Near Carnarvon,

Reverend Sir, July 31st, 1882.

I beg to acknowledge the receipt of yours (24*l.*) of the 26th instant.

The fact of your liberality, sir, goes beyond a shadow of doubt to substantiate that I have fulfilled my determination of doing what you would approve of, sir, as an 'appreciative landlord.'

I may state that I have alone, with the four pig-styes, cow-shed, and other two sheds which you have already seen, that I have by this completed an excellent and spacious 'hay-house,' which is through our Heavenly Father's remembrance, well, and partially filled with a ve y fine crop of hay. I have most zealously and honestly worked to get Ty Cnap to what it is now, and the fact of the kindness of your esteemed favour will strengthen my hand, sir, to work as willingly and honestly, if spared in years to come. I may mention that I am utterly at a loss to find words strong enough to tender to you, sir, trusting that I shall be long spared, and that the same will be favoured you, sir, to enjoy many long and future years. Will you be good enough, sir, to receive my best of thanks for the general kindness of Mr. Ellis, trusting that I am giving him, and his very worthy father, every and the best of satisfaction.

I remain, Reverend Sir,
Your very obedient servant,
Henry Jones.

Reverend Ph. Constable Ellis,
The Rectory,
Llanfairfechan."

[The interpreter, at the request of Sir John Llewelyn, interpreted the letter in Welsh to the witness.]

The *Witness.*

My son was the farmer in 1882. I had nothing to do with a letter of that kind. My son had such confidence in Constable Ellis that if he had told him to go and put his head in the sea he would have done so, he had such faith in him. It was two years afterwards that I became tenant, so I had nothing to do with that letter.

The *Secretary.*

That reply was not interpreted quite fully. He said, "All this happened two years before my son died."

The *Interpreter.*

Yes, he did say so.

Mr. *Brynmor Jones.*

12,466. Is this letter in your son's handwriting?—I cannot say. He has been dead 10 years. It has been done 12 years ago; I cannot say.

12,467. What did the vicar tell you at the interview in 1885 when you signed the paper?—When I signed the paper at Llanfairfechan?

12,468. Yes?—I have given part of the conversation by saying that I wanted the paper to take home.

12,469. I know; but you said a servant had come in and offered you some bread, and then the vicar said to the servant, "Go away;" that then the servant went away and shut the door?—She shut the door after her, and I asked him if he would not allow me to get anyone from the neighbourhood to come there and see what it was. He felt it a little, and he was a little angry with me, saying that I ought to believe him on his word, and I said to him that it is a very important thing to go and sign a paper there, that I did not know what it contained beyond what he was saying. I could not say what that paper contains now, if I had this town for saying so.

12,470. I did not want you to go over the whole conversation again, but I understood that the vicar did tell you what was in the paper?—Yes.

12,471. What I want to know is, what did he say that the paper contained?—I said that there had been a good deal of draining yonder, and he gave the money to me and I gave him 6*l.* interest.

12,472. I will put it in another way. Was the paper written out before you got there?—No. I had agreed with him to have a valuation and to go away.

Chairman.

12,473. Will you attend to the question?—I received his power to get the valuation and go away.

Mr. *Brynmor Jones.*

12,474. You got the 150*l.*, did you not?—Yes.

12,475. You have been telling us that you had a conversation in the room with the vicar alone?—Yes.

12,476. Did the vicar write on this paper in your presence, or was the paper written out before the conversation began?—I think it was written when I was there.

12,477. What? that he took a pen and ink?—Yes.

Mr. *Brynmor Jones*—continued.

12,478. When he had finished writing did he tell you what he had written?—Yes.

12,479. Did he translate it and read every word, or did he tell you, "The substance is this"?—He said, "The substance of the paper is this."

12,480. What did he say the substance of the paper was?—"As I will not appoint the man to "value before you go away, I tell you what I "am going to do; I will lend you 150*l.*; you "are to give me 6*l.* a year interest on it until "the lease has been made." "Who will draw "up the lease?" said I. "Mr. Roberts, of "Dinas," he said. "He will not be contented "or he will not be in favour of my having a "lease," I said, "he will want me to go away." "Mr. Roberts had nothing to do with this; he "is my solicitor," said he, "and so I say you may "have the lease, and you will receive a paper "from me or from him to say that the"———

12,481. Now I really must remind you that that is not the substance of any paper that was written down there and then, but some paper that he had promised to give you, namely, a lease. Bring your mind to the question that I asked you?—This is what he said in this paper.

12,482. What? that he was to give a lease?—Yes. I would not have signed it had it not been for that.

12,483. Did he tell you that the paper contained a promise of a lease from him?—Yes.

12,484. Then why was a receipt stamp put to it?—That is too great a question for an illiterate man like myself.

12,485. You have heard of putting stamps upon receipts for money, have you not?—Yes, many times.

12,486. Did not the vicar tell you that this was a receipt for money?—No, I do not understand. He gave me a paper to get money in the bank.

12,487. A cheque?—Yes; some paper to go to the bank, the old bank in this town.

12,488. The stamp on this, I should tell you, is a sixpenny stamp, not simply a penny receipt stamp?—I did not put the stamp there. I did not know what stamp it was.

12,489. No; but the words at the beginning are, "I acknowledge that I have received 150*l.* and 24*l.*" Did the vicar tell you that it was a receipt for that?—No. He could say anything he liked to me. I was not able to read it.

12,490. But I am asking you what he did say?—He said that I could get the lease and he would get the 150*l.*

12,491. I am asking you what he said was in the paper. That is what I am on at this moment. We have not had a conversation about a lease till this moment, and there is nothing in this paper about the lease?—Does not that go very far to prove that he was deceiving me and telling an untruth, and when I said that he took hold of me by the shoulder and turned me out of the house. I have gone through more trouble than you would believe on account of this.

Mr. *Brynmor Jones*—continued.

12,492. Very likely. I am asking you a very simple question. This is what I want to get from you. What did the vicar say was in this paper that you signed?—As far as I understand I have said two or three times.

12,493. I understand that he did not say it was a receipt for the money?—No; it was a paper to tell me that I could get a lease.

12,494. Then why did you not ask for the paper to take away if it was a promise to you to get a lease?—But I did ask him about a dozen times.

12,495. And he would not give it to you?—No; he would not.

12,496. Did he tell you that it was not only a receipt but a receipt in full discharge for all claims for compensation?—No; he did not say that. May I say another word?

12,497. Yes?—I said to him when he took hold of me by the shoulder to put me out, that I would prefer Ty Cnap rather than 200*l.*; that if Ty Cnap belonged to one of the larger estates I should be more comfortable, as I should be at home then as long as I was able to pay for it, without his going to deceive me by saying that it was not to be sold.

Lord *Kenyon.*

12,498. Do you still consider that you owe Mr. Constable Ellis 150*l.*?—I do not know; I am obliged to pay the interest on them all along—all the time.

12,499. What! since you have left the farm?—I have not left the farm. I am there still.

Chairman.

12,500. Question by Mr. Vincent: "You "say the 150*l.* was merely lent to you"?—Yes, so he said, in order to finish the drainage and the building.

12,501. "Since then the property has changed hands?"—Yes.

12,502. "Has any request to repay the 150*l.* "been made to you since the property changed "hands?"—No; only that I pay interest.

12,503. The interest is still demanded?—Yes.

12,504. "Did you ever spend any money on "this farm, Ty Cnap, yourself?"—Yes.

12,505. How much?—The whole has cost about 450*l.*

Lord *Kenyon.*

12,506. Did you spend 450*l.* on it yourself?—Including Mr. Constable Ellis's 150*l.*

12,507. You spent 300*l.* yourself?—Yes; I sold a house which I had in the town to take the money to my son.

Chairman—continued.

12,508. Question by Mr. Vincent: "Do you "say that you have paid interest to Mr. Ellis "since the farm was sold?"—As long as he had it.

12,509. As long as he had it?—No.

12,510. You said just now you still paid interest?—Yes; in the rent.

12,511. You pay an increased rent?—An increased rent.

Mr. *Grove.*

12,512. When you owed 6*l.* to Mr. Ellis, was not the rent increased from 48*l.* to 54*l.* on purpose to cover that particular 6*l.* for interest?—I think there is another reason too, if I may say so.

12,513. Do you say yes or no to the question. That is what I want to know?—Yes; to Mr. Ellis.

12,514. Then 54*l.* is still charged for the same farm, is it?—Yes.

Mr. *Seebohm.*

12,515. If you were to leave this farm, would you have to pay the 150*l.* then, or would it be forgiven—would it end?—Whoever goes there will have to pay the money certainly.

12,516. In the rent?—In the rent.

Professor *Rhŷs.*

12,517. You said there was another reason for including the 6*l.* in the 54*l.* May I know what that is?—Yes; there is another reason I am going to say. I think that he had an intention to sell the place, and so the rent was 54*l.* instead of 48*l.*, and when they came yonder to look at it, and the man who has bought it now, I asked him, "I have made this hay-"house it is worth 80*l.* to me, and these build-"ings." "But I paid Mr. Ellis dearly for it," he said, "for your labour."

12,518. That made the price of the farm when it was sold so much higher?—Of course.

Sir *John Llewelyn.*

12,519. Who holds the farm now?—Mr. Williams, who formerly lived at Glanbeuno, and now lives at Aberglaslyn Hall.

12,520. What price did he pay?—I only know that it was sold by private treaty. I one morning was expecting a lease, and what I had was the housekeeper bringing a warning to me—a notice to quit.

Re-examined, 13,691.

The witness withdrew.

Mr. Owen Evans called and examined.

Chairman.

12,521. You come here to rebut some evidence given by Mr. Newell as to the farm of Penarth Ucha?—Yes.

The following extract from Mr. Newell's evidence was read:—

Chairman—continued.

"Penarth Ucha, near Fourcrosses. This farm used to be looked upon as a high rented farm before Mr. Humphrey Jones, the late tenant, took it. The rent was then 100*l.*, and several tenants were unable to live in it at that rent.

See 11,860.

Chairman—continued.

When Mr. Humphrey Jones took it he commenced draining and improving it, and spent some hundreds of pounds in so doing. The next thing was a sale of the farm by the then owner, Mr. Price, of Rhiwlas; and it is the common opinion that he got some 1,500*l.* more than he otherwise would on account of Mr. H. Jones's improvements. The farm was bought by Mr. Owen Evans, of Broomhall, and the rent immediately raised to 173*l.* This was 20 years or so ago, and the increased rent has, I believe, been paid ever since. I need not say that the tenant got nothing for his improvements."

[The witness's statement in rebuttal was read as follows:—]

"With regard to Mr. Newell's evidence as to the increase of rent of Penarth Ucha, it never belonged to the Rhiwlas estate. It was purchased by public auction in 1873 for 6,700*l.* It contains 125a. 1r. 3p., and was let to Mr. Humphrey Jones, the tenant, for 150*l.* Before the sale Mr. Humphrey Jones (father of the present tenant) implored my father to buy it, and agreed to pay the present rent for it. The buildings were good, but he wanted some more, and said he would pay 5 per cent. on the outlay. About 200*l.* was spent on buildings, but he was never asked to pay on this, and he has had abatements the last few years, the same as tenants on other parts of the estate. This yields about 2¼ per cent. on the purchase money. Tenant got 100*l.* from vendors before sale for improvements.—(Signed) O. Ll. J. Evans, September 20th, 1893."

Chairman—continued.

12,522. Mr. Newell was wrong in saying that the farm belonged to Mr. Price, of Rhiwlas?—Yes.

12,523. As regards that, do you object to the statement of Mr. Newell that the farm was improved 1,500*l.* by the improvements of Mr. Humphrey Jones?—I know nothing about that; that was before it was bought; that was when the land belonged to the late owners.

12,524. Whom did the farm belong to?—It belonged to the Plas yn Rhiw estate, Mr. Williams.

12,525. And you say, "Tenant got 100*l.* from "vendors before sale for improvements"?—Yes; the agent informed me of that yesterday; he showed me the books.

12,526. Did he show you the receipt?—No, he did not show me the receipt.

12,527. He showed you the books?—Yes.

Lord *Kenyon.*

12,528. You say the rent is 150*l.*, and he says the rent is 175*l.*?—That is so.

The witness withdrew.

Mr. Edward Humphreys called and examined.

Chairman.

12,529. Do you speak English?—Yes.

12,530. You live at the Royal Victoria Hotel, Llanberis?—Yes.

12,531. And you are a tenant farmer?—Yes.

12,532. What farm do you hold?—I hold the Parcia Farm, Llanfairisgaer parish, under Lord Penrhyn, and the Cefntreseiont Farm, in Llanrug parish, under Mr. Assheton Smith. The Parcia Farm is 180 acres, and is without right of sheep walk. The Cefntreseiont Farm is about 130 acres, also without right of sheep walk. I also hold, under Mr. Assheton Smith, the Victoria Farm, about 80 acres, with right of sheep run.

12,533. You wish to give evidence about the farms you hold?—Yes, and the neighbourhood.

12,534. Are there any recent enclosures of waste land in your district?—I am not aware of any in our district.

12,535. Do you think there is any unenclosed land in your district which could be cultivated with profit?—Not any that I am aware of.

12,536. I understand you have a right of sheep walk in connexion with the Victoria Hotel Farm, called Cwm Ffynon, and that the number of sheep is limited?—Yes.

12,537. Do you pay a separate rent for the sheep walk?—Yes, I pay a separate rent.

12,538. You offer some remarks as to the effect of unlimited rights of sheep walk?—Yes. Where they are unlimited the effect is bad, because a strong tenant keeps more than he ought to do; consequently the weaker tenant's

Chairman—continued.

sheep, as well as his own, suffer from the ground being over-stocked.

12,539 Do you think the rents of farms with sheep walks are higher or lower than those of similar farms which have none?—As far as I know the rent of the farms are similar, as the tenant pays a separate rent for the sheep walk.

12,540. Do you know anything about the different ways in which matters are managed on large estates as compared with small estates?—Well, I have an opinion about that as being a practical farmer in the neighbourhood for many years.

12,541. What is it?—Large estates are undoubtedly best managed, and, as a rule, land is let lower on large estates than on small estates. In regard to small estates, I believe the same could be better managed if compact rather than scattered.

12,542. Do politics, or religion, or language, make any difference between you and your landlord?—Certainly not. I do believe that the agitators endeavour to use these subjects to try to create irritation between tenants and their landlords, and they succeed in some cases.

12,543. What is the usual time for entering on a farm?—November.

12,544. Are leases or agreements most common in your district?—Agreements.

12,545. If leases are not common, do you know of any, or many cases, in which tenants have asked for them and been refused?—No, I have never heard of any.

Chairman—continued.

12,546. Do you think tenants are as safe under agreements as under leases?—Certainly they are, and in my opinion better off. A better feeling exists between landlord and tenant, and the landlord is more ready to assist the tenant, under an agre ment; but in the case of a lease the tenant is invariably referred to the conditions of the lease.

12,547. Do you produce your agreement?—Yes.

12,548. That is Lord Penrhyn's agreement?—Yes.

12,549. We have had that put in. Then, do you object to any part of your agreement?—No. I believe it is very proper that agreements should contain the clauses which they have in, but I do not know of any instance in which they have been strictly enforced as against good tenants.

12,550. Can tenants obtain a copy of their agreement?—Certainly; they always have a copy given them.

12,551. Are the agreements exp'ained to tenants?—I do not believe a tenant wou'd sign an agreement before reading it or having it explained to him.

12,552. Is the rent fixed at a lump sum, or at so much per acre?—At so much per acre, I believe.

12,553. Is there any uniformity in the rents of land of similar quality on the same or neighbouring estates?—I believe there is.

12,554. Is the rent of small holders generally larger than that of large farmers in proportion?—I believe they are a trifle higher.

12,555. What is the usual rent of average lands of different qualities in your district—on upland and lowland farms?—I believe it varies from 12*s.* 6*d.* to 30*s.* an acre, according to quality.

12,556. Nothing higher than 30*s.* an acre?—I do not know as to agricultural value, but there is land let for accommodation land which fetches a great deal more. In agricultural districts about 30*s.* is the highest.

12,557. We have heard that no services other than the payment of rent are required by Lord Penrhyn. We have also been told that on his estate land is never let to the highest bidder?—I should like to make a remark on that. The land is never let to the highest bidder, always to the most suitable tenant. In my case, when I took Cefntreseiont, I know the agent refused a much higher offer than the price at which it was let to me.

12,558. Then about reductions and abatements. I think we have had that, so far as it affects Lord Penrhyn's estates, dealt with already, but we shall be glad to hear what you have to say?—Parcia Farm rent was permanently reduced about 18 years ago 10*s.* an acre. I have had from both landlords abatements of various amounts at different times during years of depression. For the last two years I received 25 per cent.

Chairman—continued.

12,559. Have you anything to say about local rates?—They have increased. They are always paid by the tenant—invariably.

12,560. Your farms, I believe, have been consolidated?—Yes.

12,561. Have you anything to say about that?—Not further than that they were consolidated. Parcia was consolidated from three farms, Parcia, Hirdir, and Pandy. Cefntreseiont was previously Cefntreseiont and Cefncraswr.

12,562. Which are the best farmers, large or small ones?—I believe consolidation has caused the land to produce more, being better farmed.

12,563. Which provide the better for their families?—The large farmers.

12,564. And which can stand out longest?—The large farmers. They invariably have more produce for the markets per acre than small farmers. I do not think that less labour is employed.

12,565. Then as to subletting?—I do not know of any farmers in my district that sublet. The agreements are against it.

12,566. Then as to payment of rent; is rent demanded immediately it is due, or is payment postponed when request is made?—On both Lord Penrhyn's and Mr. Assheton Smith's estates the rents due in May are collected in July, and November rents in January; but at a request made to Mr. Assheton Smith he has further postponed payment to August and February on account of the depression.

12,567. Do farmers borrow money to pay their rents?—I have years ago heard of money being advanced on corn or stock to meet the rent.

12,568. Are labourers scarce?—Scarce in quarry districts.

12,569. What about the cultivation of the land?—I believe on some small farms land is not sufficiently cultivated, for want of enterprise in small farmers.

12,570. Have you in your district any land that is capable of being reclaimed profitably?—I am not aware of any.

12,571. What is the practice as to arable land being laid down with grass?—I believe that the best farmers in the country adopt the three years' system; that is certainly the best mode of farming, and they cut up less in the three years now of late years owing to their going more into grazing; but they cut up as much now—the best farmers—as they require for green crop generally, and they work it on the three year system.

12,572. Have not crops increased, and, if so why?—They have increased because they are more profitable, and they improve the land so much. They have a better chance of cleaning the land with green crops.

12,573. There is no fallowing in your district?—No; fallowing has fallen into disuse because of the better facilities there are now to obtain manure.

12,574. What do you say under the heading "Improvements"?—Drainage and irrigation are done partly by the landlord and partly by the tenant; buildings for stock are built by the

Chairman—continued.

landlords, the tenants supplying cartage. The other things are done by the tenant.

12,575. How do you compensate the tenants for improvements?—According to the agreement. The agreement provides for that.

12,576. What do you think of the Agricultural Holdings Act?—I am aware that there is that Act, but I never took much trouble about it. I prefer dealing directly with my landlord than through an Act of Parliament.

12,577. What provision is made about growing crops; there is a custom of the country I believe?—That is provided in the agreement.

12,578. What is the custom as to the sale of sheep; is the landlord bound to take all the sheep on the farm?—I do not know that he is, but in most cases, especially where there are sheep walks, the tenant prefers having them.

12,579. Is he bound to take them?—No, he is not bound to take them, but he will consider it a very hard thing if he does not get them, because the sheep are there on their own walk; it takes a very great many years to accustom sheep to a walk, and it will be very hard on the tenant if he does not get the sheep accustomed to the walk, especially those that are on the breeding stock.

12,580. Is there much complaint about the game in your district?—I have nothing to complain of about game.

12,581. About freeholders, there are only a few that you know of in your district?—I only know of a few.

12,582. Are they better off, or worse off, than the tenant farmers themselves?—I consider them as a rule worse off.

12,583. Have farmers without any sons been able to pay their way with hired labour?—Yes.

12,584. Some that you know of?—Yes.

12,585. And you know of farmers who have set up their sons in business?—Yes.

12,586. Are you in favour of a land court?—My opinion is that the establishment of a land court would be a calamity to the tenants. It would certainly do away with all the good feeling now existing between landlord and tenant. I may say further on that, if I may be permitted; the statement has been made here to-day, in my hearing, that landlords intimidate the tenants, and that that has been the cause of their keeping away; I do not believe there is a single landlord in our country that has intimated any such thing to any of his tenants, but I believe that the irritators do try to impress upon tenants that there is a feeling of that sort between them, and they succeed, and therefore keep the tenants back, where, if they were to go to the landlord, they would be received with every great encouragement to come forward and state their complaints. I believe that the irritators do more harm between landlord and tenant than there would be if they were left alone.

12,587. Do you think that for any reason at all there is a sort of fear among the tenants in regard to their landlords?—It is entirely from what I say, that they are ignorant, many of them, and they have been told or led to believe that the landlord is tyrannical to them when it is not the case, and therefore they keep aloof from the landlord in that respect.

Chairman—continued.

12,588. Then I take it from you that there is that feeling?—There is that feeling, but it is caused entirely by the irritators, and not by the landlords.

12,589. You say there is that feeling?—There is that feeling—no doubt about it.

12,590. But it is not caused by the landlords themselves?—It is not caused by the landlords, certainly not.

12,591. But that feeling undoubtedly exists?—Yes, and is caused by irritators—those that make advantage by going about to prejudice the people in that way.

12,592. What is the cause of the present low prices?—That arises from different causes, I believe—the uncertain state of the country, and foreign competition together, and other things; the country has been in a very unsettled state.

Lord *Kenyon.*

12,593. Do you think that the landlords of this neighbourhood have tried to meet bad times—to meet their tenants?—Yes, they have.

12,594. They have done their best to help them?—Yes. That is proved beyond doubt by the letters that have been sent to Mr. Assheton Smith.

12,595. We heard it stated to-day that it was not believed that the tenants could pay rents without borrowing money; do you think that is the case?—I could not answer that. I suppose there are some tenants that have always been deficient in capital, and they feel it more than those who had capital at their command.

12,596. Do you think that the rents now are based upon a fair average of prices?—That will depend a great deal upon what the times will be in the future. If the time is going to remain as bad as it is at present, very bad, certainly the rents must come down—must eventually come down.

12,597. But do you think the present abatements are sufficient for their necessities?—Well, in some cases they would be, and in others not.

12,598. What would you consider would be necessary?—I would not like to make a statement as to what it ought to be.

12,599. Do you think that your agreement gives you sufficient compensation for improvements?—I do.

12,600. You do?—Yes, I am quite satisfied with it.

Mr. *Brynmor Jones.*

12,601. You have used two words, one of which I often hear, and the other of which I do not think I have heard before, "agitator" and "irritator." Who are these agitators and irritators?—There a great many of them going about.

12,602. Well, give them a name. Are they people who differ from you in politics?—I do

See 13,02 15,04

Mr. *Brynmor Jones*—continued.

not know about that. I do not know anyone's politics as irritators. There is no doubt it is to a great extent in politics, but still I do not know that I am bound to give my opinion as regards anybody else's politics except my own.

12,603. No, but you say there are agitators going about the country; do you refer to gentlemen who hold public meetings either in the daytime in the open air, or in proper public buildings in the evening?—I do.

12,604. You would call a Member of Parliament, for instance, who goes and addresses a public meeting an agitator; is that what you mean?—No, I do not.

12,605. Then what agitators are you thinking of?—Take, for instance, the leading men in strikes in general. I am sorry to say—I will say it, as I have gone so far—that leaders and ministers and deacons of religion have taken advantage in irritating and causing irritation among the tenants. I am not ashamed to say it.

12,606. Are you a member of the Church of England?—Yes, I am.

12,607. Do you mean that people improperly go about from house to house endeavouring to spread false reports. Is that what you mean?—What do you mean by false reports?

12,608. False reports about the attitude of the landlord, or the attitude of the tenants, for the matter of that?—Oh, yes, I do thoroughly believe it. It is done frequently in private meetings. I do believe that.

12,609. Private meetings?—Yes.

12,610. But do you object to two or three people being gathered together and discussing questions that interest them?—Not at all.

12,611. Supposing I were to meet two or three friends in some house in Carnarvon, and we talked over political and other matters, would you call me an agitator?—It would depend on what you had been talking about, and how you conducted yourself there.

12,612. Exactly, and if I expressed opinions adverse to those you hold you would call me an agitator?—Oh, dear no. It would entirely depend on what you had been talking about and the effect upon those concerned in it.

12,613. If I talk eloquently I am an agitator?—No, certainly not. There are eloquent men who talk upon principle, and carry it out thoroughly, but agitators do not talk publicly and fluently. They go about in private meetings, and take private opportunities for it.

12,614. It is not what they say, but the effect they produce, that makes them agitators. Is that what you mean?—Quite so; yes, that is so.

12,615. Now give me an instance, please?—I will not give you a personal instance, but it is a feeling all over the country. You may take, for instance, if you like, from what I stated, that tenants have a bad feeling towards their landlords owing to that being impressed upon them by the agitators.

12,616. I do not understand the sentence?—I do.

Mr. *Brynmor Jones*—continued.

12,617. I do not understand your sentence?—What part do you not understand?

12,618. I cannot get from you what an agitator is?—An irritator, then.

12,619. What is an irritator?—One that irritates an individual, and agitates things that are contrary to common sense.

12,620. Quite so; everybody who gets the best of an argument irritates the other man, does he not?—Those who go about and agitate things that are contrary to common sense and contrary to facts. For instance, it has been stated here to-day that the landlords have intimidated tenants, or frightened them from coming forward to give evidence in this Court to-day. I do not believe there is a single landlord in our country that is guilty of such conduct, but the tenants are told otherwise, and led to believe that their landlords are tyrannical to them, and that they use them harshly, when they are in fact their real friends.

12,621. Has any landlord to your knowledge written to any of his tenants to say that he will promise not to give a notice to quit whatever evidence they give?—I am not aware of it. I would not be at all surprised at it though.

Lord *Kenyon.*

12,622. May I ask on that whether you saw a notice in the paper by Lord Penrhyn offering to pay counsel for the farmers of North Wales?—I did hear of that. I had forgotten it when the question was put to me. I do not know that I read it, but I did hear of it.

12,623. Do you mean that some men stir up strife for their own advantage; is that what you mean by agitators?—Certainly.

12,624. For their own advantage?—For their own advantage.

Mr. *Brynmor Jones.*

12,625. For their own pecuniary advantage?—For their own pecuniary advantage, yes.

12,626. Now how do you mean that they get a pecuniary advantage?—They are paid as leaders backing them up in things such as strikes and other things in the same way. They are paid for it.

12,627. Your mind is going to something that has nothing to do with the state of things in this county; there is no strike against rents or against the masters?—I am sorry to say there are strikes in this country.

12,628. I said in this county?—Well, in the adjoining county, Merionethshire, and we have had it in this county as well, and I do not believe the men would have held out one-tenth of the time if they had been properly advised by the leaders.

12,629. I thought you were giving your evidence—I so understood from what you said—in reference to agricultural matters, not dealing with labour questions; I was dealing with purely agricultural matters?—It has the same effect upon the tenant farmers as it has upon the workmen. They come together, they combine

Mr. *Brynmor Jones*—continued.

together. Many of the workmen at the quarries are tenant farmers as well.

Mr. *Griffiths.*

12,630. You are a breeder of black cattle, are you not?—I have bred some black cattle, and I do so at present

12,631. You have won many prizes at the shows, I think?—Yes, a great many.

12,632. You have often been called to judge in agricultural shows?—I have been judge in agricultural shows, not in Carnarvonshire; I beg your pardon, yes, at Pwllheli local show.

12,633. Do you consider that the farmers of this district pay much attention to the breeding of cattle?—Not so much as they ought to.

12,634. In the way of having good stock, I mean?—No, I do not believe they do pay as much attention as they ought to do.

12,635. You think they would do better if they bred better cattle?—Yes, I do thoroughly believe it.

12,636. Do any of the landlords of this district produce some good sires in horses and cattle to improve the breed?—Yes. Mr. Assheton Smith and Lord Penrhyn have done so. Mr. Assheton Smith is doing so with cattle now, and Lord Penrhyn has been doing it years ago. He has done a great deal in breeding horses, especially the late Lord Penrhyn—the late Lord Penrhyn and the present one too.

12,637. You spoke about laying down land to pasture; do the landlords generally pay the tenant for the seed and labour on the land?—Do you mean when the change takes place, when they leave the farm?

12,638. Yes; when you lay out the land for permanent pasture do the landlords assist you in getting seed for that?—No, I have never had any assistance in that respect, and I have never asked for it.

12,639. They do in some districts?—I have never had it here, and never asked for it.

12,640. Will your land go to grass immediately, as soon as you lay it down?—Well, it is always better to take the first crop in hay—one crop—it may be grazed afterwards.

12,641. It requires manuring, does it not?—That depends on the treatment you give it in the green crop. With the three years' system, and properly dealt with under the green crop, it will not want manure for two or three years. It will not require it, but it depends entirely on how it has been dealt with under the green crop.

12,642. Do you keep a dairy farm?—Yes.

12,643. May I ask what is the price of butter in this district?—Oh, it has been very high this summer, higher than to my recollection ever known. It has varied from 1*s.* 6*d.* to 2*s.* and 2*s.* 2*d.* in the market here in July.

12,644. I am very glad to hear it?—It has been so, I believe, quite an outside price.

12,645. Do you think that dairy farming is taken up by the farmers generally in this district to a sufficient degree?—No, I do not think so,

Mr. *Griffiths*—continued.

but I think the dairy system which is now introduced into the country will be very beneficial to the farmers eventually.

12,646. The dairy classes, you mean?—Yes, the dairy classes will be very beneficial to the country—very much indeed.

12,647. Do you think butter has improved by it?—It has improved, but not so much as it ought to. It has not been properly taken up. I believe it will be the greatest blessing that could occur to Carnarvonshire.

12,648. Do the landlords afford sufficient accommodation for proper implements?—No the tenants provide the implements.

12,649. But, as a rule, the dairy is at the back of the house, and there is very little room?—Yes. I cannot say I know very much about other farms besides my own.

12,650. Do you use a cream separator?—No.

12,651. A butter worker?—Yes.

Mr. *Richard Jones.*

12,652. You say you think the land court would be a calamity. Will you kindly explain that a little further?—I said so, and I say so again, that it would be a cause of creating a coolness and ill-feeling between the landlord and tenant. The landlord naturally would not be so ready to assist the tenant as he is at present under the system of agreement.

12,653. Supposing the tenant applies to a land court to fix a fair rent, and his rental is reduced 30*l.* on a rental of 100*l.*, would that be a calamity to the tenant?—If the tenant applying for it went to his landlord properly, and showed that the rent ought to be reduced so much, I have no doubt that the landlord would meet him and reduce the rent accordingly on a proper valuation, or subject it to a proper valuation according to what was wanted. I do not believe that a land court would be able to do so much justice between landlord and tenant as what the landlord and tenant will be able to do themselves.

12,654. Do you think there are no cases where farmers have gone to their landlords to complain that the rents were too high, and have been refused a reduction?—No, I do not know cases to that effect. Unfortunately the tenants do not go to the landlords with these things. They talk about them in other meetings and it brings the irritation that I have been talking of before. I believe that landlords are at all times ready to receive any complaints and to meet the tenants most liberally. The landlords of our country are a credit to our nation.

12,655. Are you in a position to speak of the landlords generally in that sense, or are you referring chiefly to your own landlord?—I am in a position to speak upon our principal landlords all over the county and some of the adjoining counties too.

12,656. You put them all in that class?—Yes, I do, the principal landlords; but I do not put many of these petty small landlords that have

Mr. *Richard Jones*—continued.

bought land at exorbitant prices lately—I do not put them in it at all.

12,657. But you must admit that there has been a good deal of land in Wales passed into the hands of small owners?—Of course there has.

12,658. What do you say about those?—That is a calamity to the country. It was expressed a short time ago by a witness here when he was turned out by the Reverend Philip Ellis, as he says—I do not believe he was turned out—he says he wished his land had been the property of a large landlord instead of what it was; he would have been better off. That is proof of my statement. I say there is no doubt about it that it is the blessing of this country and one of the staple foundations of our country, the principal landlords, the large landlords, and the greatest calamity is their selling the land and its going into small tenancies—the creation of small landlords.

Mr. *Seebohm.*

12,659. Mr. Richard Jones, I think, did not quite follow out to the end what he was really aiming at. I think he wished to show whether something like a land court is not necessary to deal with the small and the bad landlords?—It might be good with bad landlords, but I maintain that our landlords are good ones, and that the effect of it would be more to create a bad feeling between the principal landlords and tenants than to benefit the small tenants.

12,660 Can you put forward any remedy. How would you suggest that the tenants of bad landlords are to be protected?—I could not undertake to make a suggestion.

12,661. But you would think that they ought not to be left unprotected, would you not?—The protection that a man has, if he thinks a farm is too dear for him or any agreements do not suit him, is to leave it alone—not take it; that is the remedy.

12,662. Do you think it better to leave him to fight his own battle and leave it to public opinion than to have the State interfere?—Certainly, I do.

Mr. *Grove.*

12,663. You seem to say, generally speaking, that the landlords are all good, and that there are no causes for complaint?—I find it so.

12,664. Do you really mean that there are no causes of complaint, but that the irritators or agitators try to make the tenants think there are causes of complaint?—Quite so.

12,665. Without any causes actually existing?—Well, it is beneficial to the agitators themselves, because they derive a benefit from it.

12,666. From the agitation?—Yes, from keeping a hold over their people.

12,667. Then we understand the summing up of that part of your evidence to be that there are no causes of complaint but that the agitators try to make the tenants think there are causes of complaint?—Quite so.

Sir *John Llewelyn.*

12,668. Do you think there is much land owned by a number of small landowners; is the number of men owning small quantities of land large in the aggregate?—There is a great deal, and a great deal more of late particularly, because some of our landlords have been selling portions of their estate, Sir Richard Bulkeley, for instance.

12,669. And they have been bought up in small quantities?—Yes.

12,670. So that the number of small landowners would be increasing?—The number would be increasing.

12,671. Do you not think there is a necessity for further protection of their interests?—Well, I do not think an Act of Parliament would benefit them at all.

12,672. Do you know the Agricultural Holdings Act?—I cannot say that I have studied it much. I know there is such a thing in existence, but I cannot say that I have read it thoroughly.

12,673. Has it been published in Welsh?—I believe it has. I have never seen it.

12,674. You think the tenant farmers of the district do not make themselves acquainted with its provisions?—I do not suppose they would; I am only speaking from opinion, I have no proof; I do not think there is one in twenty of them knows anything about it.

12,675. You have already told us that you think it very desirable that a man should be an occupier from year to year rather than a leaseholder, if he is under a decent landlord?—Yes, I think he is better off.

12,676. Do you limit that to large landowners?—I do not follow.

12,677. Do you think the same would apply with regard to a small landowner—that the man would be better off?—Not perhaps with the small landowners you talk of.

12,678. Then if he had the opportunity he might protect himself by a lease?—That would be his own look out; if he could not get satisfaction my advice to him would be to leave it alone, not to take the farm at all. He has got his remedy at hand.

12,679. Do you think if a land court was established it would make any real difference between the landlords and their tenants?—I do thoroughly think so.

12,680. It might have the effect of their selling their land and its getting into the hands of small landowners?—No doubt it would.

12,681. You think it would?—I think it would thoroughly, and cause them to leave the country which would be a great calamity.

Mr. *Brynmor Jones.*

12,682. Arising out of the answers you gave to Mr. Grove and the answers that you gave me before I should just like to ask one or two more questions. You told Mr. Grove that you thought the agitators—I am using your own term—carried on the agitation for their own advantage?—Yes, certainly.

Mr. *Brynmor Jones*—continued.

12,683. Do you imagine that any persons pay them?—Oh, yes, there is a fund made up to pay them and they get payment out of it.

12,684. You are a licensed victualler and a considerable farmer?—Yes, I am.

12,685. Do you really mean to suggest that there is a secret society?—A secret society?

12,686. Yes?—Well, I mean to say that there are clubs such as unions—the same thing as unions, which contribute towards paying their leaders, what they call their leaders, and their agitators. I do not know whether I am right with the word; you seem to be doubtful about the word agitator or irritator; what I mean is one who goes and impresses a certain feeling amongst the people.

12,687. As I understood it in our half jocular conversation, you used the word "agitator" not to mean a man who at a public meeting advocates a particular policy?—Oh, dear no.

12,688. You do not mean that at all?—No, not at all.

12,689. But you mean that there are men who go about and hold private meetings with the view of impressing certain doctrines upon their fellow citizens?—Yes, certainly.

12,690. And that in this county?—Well, yes, it is in this county, but it is in the adjoining counties too, I believe—there are joint leaders I mean.

12,691. Do you mean that these are simply the officers of some of the recognised trades unions?—Yes.

12,692. That is all?—Yes, that is all.

12,693. You do not mean to suggest that the tenant farmers have any secret combination?—No, I do not believe that the tenant farmers themselves have it, and I do not think there would be any of the bad feeling existing between tenant and landlord if they were left alone, but they are not left alone.

12,694. I perfectly follow you; then you say they are not let alone, but certain men for their own pecuniary benefit (that is what you said) come and endeavour to disturb the relations?—Entirely so.

12,695. What class of men are these?—I would rather not express an opinion of the class, because I do not know anything about their circumstances, but I know some individuals that do do so

12,696. And you think they are paid?—Yes, certainly I do.

12,697. There is some association then, is there?—Yes, under the names of trades unions, and under the name of labourers' protection, they are all in the same class.

12,698. And the state of things, I gather from you, is so bad that men are obliged to carry on their political work secretly?—I did not say anything to lead to that supposition, in fact I do not thoroughly understand you on it either. I do not think I ever said anything leading to that.

12,699. You have given your evidence very fairly, at least it has been clearly given; and

Mr. *Brynmor Jones*—continued.

that is the inference left on my mind?—What is the inference, please?

12,700. The inference left on my mind is that the tenant farmers in communicating with political allies, if you like, are forced to hold their meetings secretly?—I did not say anything of the sort.

12,701. But I understood you to say that the gentlemen whom you call agitators—though for ought I know the other gentlemen would call you an agitator—come and hold private meetings, and they do it for their own pecuniary benefit?—Yes, I said so.

12,702. Then the inference is obvious, that in this particular district a great deal of political work is done secretly?—I do not think it is secretly done.

12,703. Well, privately?—Perhaps privately, no one attends their meetings but members of their community.

12,704. What kind of community are you speaking of?—Say for instance, quarry labourers. We have had a great proof of that latterly in our adjoining county in Festiniog. I believe if the men had not been led by wrong leaders they would have gone to their work much sooner, and would thereby have saved a great deal of distress and poverty.

12,705. That is the inference I should draw from your evidence. However, your answers are there?—Could you draw any different inference to what I state?

12,706. I cannot tell you what inference I draw, it is for you to explain?—I am sure you can understand what I said. I speak in plain English.

Chairman.

12,707. Question by Mr. W. J. Williams: "Why are so many estates split up lately?"—For perhaps more than one reason, my Lord. I have thoroughly impressed myself to a great extent that a great many of the gentry sell their land, seeing the state that the country is falling into—the great dissatisfaction—the great Radical uproar that is taking place in the country.

12,708. Mr. R. D. Williams asks: "Can you "give me an instance of any of these meetings "of agitators and irritators?"—Mr. Williams knows them too well himself; he need not ask any question of me.

12,709. Is that the only answer you can give?—I do not want to enter into any personal statement, but the statements I made are correct and bear investigation.

12,710. You would rather not say. Question by Mr. Vincent: "What abatement did you "receive on the occasion of Mr. Assheton "Smith's marriage?"—A half-year's rent

12,711. These questions are by Mr. J. T. Roberts: "Is it not a fact that whenever a farm "in this country becomes vacant there are a "great number of applicants for the tenancy?"—Certainly it is a fact.

Chairman—continued.

12,712. What would be the result of a tenant going to his landlord for a permanent reduction in his rent where such would be proper; could he not be met with the answer that the farm would be let to a number of other persons at the original rent, with the result that the rent would continue the same?—The question and the answer are there together, my Lord. The person who is asking the question is answering it himself.

12,713. Would that be the result, do you think, to a tenant who went to ask for his rent being reduced by a landlord. I think that is what is meant by the question, what would be the result; what would a landlord say to a tenant under those circumstances such as you describe, who said, "I want my rent reduced"?—Well, really I cannot say, because it depends upon who the landlord was, and what ground this man would have for asking an abatement of his rent. There are a great number of circumstances there which have to be taken into consideration.

Chairman—continued

12,714. That you could not answer?—No, I could not answer.

12,715. Would a land court meet this difficulty?—I do not think it would, my Lord.

The witness withdrew.

Mr. Daniel Jones called and examined.

Chairman.

12,716. I think you are a farmer?—Yes, I occupy my own farm, my Lord.

12,717. You are a freeholder?—Yes.

12,718. Where do you live?—At Glanrafon, in the parish of Clynnog.

12,719. You have been farming for 20 years?—Yes, my Lord.

12,720. What do you wish to speak particularly upon?—I am here as one of four delegates to represent the parish. The farmers have elected a committee to investigate matters for the purpose of presenting evidence to your Lordship and the other gentlemen. This they have done, and the evidence has been apportioned, and the part entrusted to my care commences with the management of estates.

12,721. What can you tell us about that?—We are of opinion that the management of estates is too often entrusted to men of other nationality than our own, inasmuch as difference of language between agents and tenants is a source of great inconvenience. And we are further of opinion that in the choice of tenants preference is undoubtedly given to men of the same way of thinking as the landlord in regard to politics and religion. Agents, speaking generally, have had no special training, and this we undoubtedly consider a great injustice towards the tenants, and often resulting in considerable loss to the owners, for in the absence of special training it is absolutely impossible for an agent to arrive at right conclusions respecting proposals made by tenants in respect of rent, improvement, and other matters. Agreements almost invariably provide compensation for improvements on the exhausting principle of the Act of 1875. This we consider most unjust as it enables the landlord to confiscate his tenants' improvements after a certain time. The required consent to effect improvements is often given verbally, which tenants in their ignorance accept, thereby forfeiting their right to compensation. Instances, however, have come to our knowledge of landlords paying for improvements notwithstanding the fact that the tenants had no legal claim to compensation. We are of opinion that the Agricultural Holdings Act, 1883, is almost a dead letter, and does not work satisfactorily, owing (*a*) to the difficulty experienced in obtaining the required consent to effect improvements, (*b*) and the great formalities to be observed in connexion with the appointment of a reference—quite sufficient to dodge a tenant of ordinary intelligence for at least 12 months when the agent is so disposed. (*c*) Another great defect in the Act of 1883 is that it allows the landlord to provide by agreement compensation for improvements less advantageous to the tenants than that prescribed by the Act. Now, gentlemen, that finishes what I have to say on behalf of the committee. Then if you wish to hear me as to the causes of the depression I will refer to that.

Chairman—continued.

12,722. This is your own evidence, I take it?—Yes; I am of opinion that the agricultural depression is caused by, in the first place, foreign competition; in the second place the enhanced price of labour; and in the third place the continual burdening of the land to an unjustifiable extent for giving effect to what are known as reforms. I say unjustifiable, for farmers have to pay rates on the assessed value of their land—the raw material—out of which they make beef and mutton. This I maintain is an injustice which in no other industry in the land would be tolerated for a moment. The remedies I suggest are, in the first place, the thorough amending of the law of landlord and tenant, in order to pave the way to the formation of a strong agricultural party in this country.

12,723. May I ask whether by the thorough amendment of the law between landlord and tenant you mean a land court?—Yes; I would go to that extent, my Lord.

12,724. That is what you mean by that?—Fair rent; I believe a fair rent is precisely that which a tenant agrees to pay, but when there is a fall in prices that rent, however fair, becomes unfair. Therefore I maintain that there ought to be some process by which the State could step in and settle the difference.

12,725 In the event of the landlord and the tenant not agreeing?—Yes; certainly.

12,726. That there should be some place they should go to, and adjust the difference?—Mr.

Chairman—continued.

Humphreys in his evidence spoke as if it was compulsory for the tenant to come into court. The proposed Land Bill says nothing of the kind. Simply a court is there when they fail to agree between one and another.

12,727. And if the landlord is not satisfied he can take the tenant into court, and if the tenant is not satisfied he can take the landlord into court. Is that what you mean?—Quite so. Then Colonel West in his evidence objected to the formation of a land court, or rather to the formation or passing of the Land Bill, because it included free sale of improvements. I think if Colonel West reads that Bill there is nothing of the kind included in it.

Sir *John Llewelyn.*

12,728. You speak of the burdening of the land. Do you include in that the rates?—I do.

12,729. If the rates were divided between the landlord and tenant, that would have to be taken into consideration in the rent, I suppose?—Yes, but that would not do away with my objections at all.

12,730. Your objection probably goes further?—Yes.

12,731. Would you tell me what your objection is in detail?—The land is rated on the assessed yearly value, and I maintain that the land is the raw material out of which the tenant makes goods.

Mr. *Seebohm.*

12,732. Might I just clear up that point about the rates. You think it is unfair that the burden, say, of a school rate should be placed upon the land as it is now, because practically it falls as an income-tax upon the tenant, that is to say, supposing that his rent is equally to his income from his land, it falls upon the whole of his income?—Quite so.

12,733. Whereas in the case of a shopkeeper it only falls upon a shop, or in the case of a resident it simply falls upon the house?—Quite so; I will further illustrate my point in this manner. We will take the case of a woollen factory. The returns of that factory would probably be 300*l.* a year. The farmer's return on his holding would be also 300*l.*; the rental in the farmer's case is 100*l.*, whereas in the factory it is only some 10*l.* or 20*l.*, and then the farmer has to pay rates on the 100*l.*, whereas in the case of the factory it pays only on the 20*l*

Lord *Kenyon.*

12,734. Do you say the agents in this part of the world, or some of the agents, have not had special training?—I do.

12,735. Could you tell me to whom you refer?—I refer to a great many. They are almost without exception men who have failed in other walks of life.

12,736. Almost without exception?—Almost without exception. I know a good many in Carnarvonshire, Denbigh, and Anglesea, and I cannot call to mind at the present moment any more than three whom I know have had special training.

12,737. But what would you call special training?—Experience in paying rents.

12,738. As a farmer, you mean?—Yes, and particularly how to make rent out of the land.

12,739. Would you consider it a special training if they went to an agricultural college and went through a course of agricultural training?—No, I would not.

12,740. Well, that is the ordinarily recognised course, is it not?—I should myself be very pleased to see college authorities who speak so much about farming take up a farm and publish a satisfactory balance sheet that would convince the public that there would be something in their teaching.

12,741. You see the agent has a good many things to do besides dairy farming and so on?—Certainly.

12,742. He has to build houses, and he has to survey, and if he were merely a farmer who knew nothing about surveying houses, or building, it would not do?—They ought to employ a man who knows something about farming, so that when farmers complain that the rent is too high he should go there and investigate the matter.

12,743. Would you consider that the man should be a man who has been a farmer?—On large estates they ought to have one such man who knows what farming is out and out.

12,744. Do you mean who has farmed with his own hands, or who has lived on a farm?—Well, who has served his apprenticeship on a farm, I may say. I wish, gentlemen, that it should be clearly understood that I do not for a moment think that the establishment of a land court is a cure for agricultural depression. With wheat selling at 24*s.* or 25*s.* a quarter, and only a corresponding value of almost every other commodity, I say it is absolutely impossible to produce the produce at present prices with landlord's rent free in many instances, and that therefore it is something beyond rent.

Mr. BRYNMOR JONES here took the Chair.

Mr. HENRY JONES called and examined through an interpreter.

The interpreter read the following statement of the witness:—

See 12,720.

"I, Henry Jones, of Llys Arthur, Clynnog (one of the committee of farmers), say: That I have been brought up on a farm, and that I wish and desire to speak upon the question of encumbered estates.

"Encumbered estates we find less advantageous to tenants, rents on the whole being higher, and abatements at times of depression

being more meagre. This tends to convince the tenants that sooner or later they will be disturbed in their holdings by the property being sold, hence want of energy on the part of such tenants invariably becomes conspicuous.

"*Cultivation.*—We regret to say that fences, &c. are not properly attended to; and that land is going out of cultivation and insufficiently cultivated in order to obtain the best results."

Mr. *Griffiths.*

12,745. Are you a tenant farmer, Mr. Jones?—Yes.

12,746. Have you any remedy to suggest with regard to these encumbered estates?—No, except that their existence is of great disadvantage to farmers.

12,747. But you could not suggest anything by which they could be remedied?—It would make it easier to reduce the rents if the Government would lend so much money at a less rate of interest upon them.

12,748. Do you think it would be well if the Government bought up these small encumbered estates?—Yes, if they took care that they should be fairly rented in the end, after all.

Mr. *Richard Jones.*

12,749. You mentioned something about cultivation. You say that fences are not properly attended to and that land is going out of cultivation and is insufficiently cultivated in order to obtain the best results. Do you mean to say that there is less labour employed on the land now than formerly?—Yes.

12,750. What is the reason?—There are several reasons. One reason is the poverty of farmers, caused by high rents and low prices. Another reason is that farmers are reluctant to venture to spend money owing to insecurity of tenure.

12,751. Is there any other reason. Is the cost of labour higher?—Yes, higher than it ever has been.

12,752. Do you consider the labour is as efficient now as it used to be?—Quite as efficient as formerly, but they do not work so hard.

12,753. Are the labourers as easily managed now as they were?—They are not difficult to manage now, but it has become the custom among farmers to take servants with less wages.

12,754. Are those servants they pay less wages for less skilled than a labourer who would get the highest pay?—Yes, they are, as a rule, unskilled, or else they have not proved their skill. An occasional farmer gets an advantage by having a good servant, without thinking of his having one—having a young man more skilled than the average—a better servant than he was expecting.

12,755. I suppose he sticks to one of that sort?—Yes, as long as he can, and then perhaps someone else sees that he is a good servant and is in a position to give him better wages.

Professor *Rhŷs.*

12,756. What is the parish in which your farm is?—Clynnog.

12,757. What sort of accommodation have you for farm servants?—They are very ordinary—nothing extra.

12,758. Where do the servant men sleep?—In a stable loft, as a rule, about a foot higher than the heads of the cattle.

12,759. Do you consider that arrangement satisfactory?—No, I do not think it is at all good.

12,760. Are you able to keep any control over your servants in the evenings in that way?—No, they are entirely at their own will.

12,761. Do you consider that leads to deplorable results at all in your neighbourhood?—Yes, often.

Mr. *Brynmor Jones.*

12,762. Is there any difficulty in your district in getting labourers?—No.

12,763. You notice no change in recent years in the supply of labour?—The necessity is far less—it becomes far less.

12,764. But you do not find it more difficult in your district now to get labourers than it was formerly?—No.

12,765. Do many farmers' sons go as labourers?—Yes.

12,766. What are the usual wages now of a farm labourer who lives in the farmhouse, and is taken by the year?—From 18*l.* to 30*l.* with food.

12,767. Do you think in your district more of the labourers are hired by the year and live in the farmhouses than there are labourers who are hired by the week and who live away in their own cottages?—Yes, more by far; but we generally hire for six months.

12,768. Then what I may call the labourers who are supplied with board and lodging by the farmer are more common than labourers who live in their own cottages?—Yes.

12,769. What is the general condition of the farmhouses in your district? Are they comfortable?—Very few; there are yonder a few comfortable houses recently built.

12,770. Is the sleeping accommodation usually adequate—without overcrowding?—In the old houses the sleeping accommodation is very inadequate.

12,771. Are there a great many of the old houses left?—Yes.

12,772. I do not think we have had this before in this district. What are the sanitary arrangements in the older farmhouses? Are there proper privies or waterclosets?—They are very uncommon about the country.

Mr. *Griffiths.*

12,773. Is it not true that there is plenty of work, only little money to do it?—Yes; work that would pay for doing too

12,774. Is there as much manure applied to the land as there used to be. Do you use lime

Mr. *Griffiths*—continued.

at all ?—Less lime is used now, and more of the cheapest manure they can get.

12,775. What is your opinion as to the efficacy of lime, whether it is better to use lime than the artificial manure. Which do you consider best to apply to the land ?—Yes ; lime is far better than artificial manure.

12,776. Then you do not use it because it is too dear, and you do not get an adequate return ?—Yes ; there are people who would be very glad indeed to use lime if they could afford it.

Mr. *Brynmor Jones.*

12,777. Question by Mr. Owen Wynne : " Who is your landlord ? "—My brother-in-law, Mr. Arthur Williams, of Brynaeran. I have a lease on my farm, and I farm my farm well, too.

See 18,543–18,550.

12,778. Question by Mr. George Owen : " Is " it not a fact that the Hon. Frederick Wynn's " rents in the parish of Clynnog are considered " very low ? "—Such has been the idea or the feeling ; but by now it is likely that those rents are too high.

12,779. Question by Mr. George Owen : " Is " it not a fact that Mr. Wynn's farms are rated " up to the rent ? "—Yes.

Mr. *Richard Jones.*

12,780. Do you know the rate collector in Clynnog ?—I am his son.

12,781. Would you kindly tell us in what position the farmers are ? Are they much in arrears ?—They are not so far behind now. They have had a twelvemonth to clear their old arrears. They fought against the assessment of the parish.

12,782. Then the collection of the rates remained in abeyance ?—Yes.

Mr. *Brynmor Jones.*

12,783. Question by Mr. Vincent : " Do you " claim then that the present prices ought to " regulate the rent, and not an average of " prices ? "—No ; we fear that these will be the general prices from henceforth.

12,784. Just one question upon that. Do you think that the farmers in this district find it difficult to pay their present rents ?—There are many yonder who do. There are many in our parish who have been going to their neighbours to try and borrow in order to pay rent.

Mr. *Richard Jones.*

12,785. Has there been anybody going to your father, as a rate collector, to borrow money ?—To pay the rate on their behalf was quite enough for my father.

Mr. William Jones called and examined through an interpreter.

The interpreter read the following statement of the witness :—

Evidence of William Jones :—

" I, William Jones, of Brynhafod, Clynnog, tenant farmer, say that I have been a farmer for the last 20 years. I desire to speak upon the general condition of the farming population.

" Several tenant farmers have, in recent years, purchased their holdings under the hammer, on being sold by their landlords, and apparently without the necessary capital, and at prices representing interest considerably greater than their former rents ; therefore such tenants are a good deal worse off than yearly tenants.

Tenant farmers and their wives and children, as a rule, are very attentive to duties.

" Wages are seldom paid to the children, and it often occurs that parents are unable to make any provision for their children when settling down in life ; and in several instances it would be quite impossible to pay present rents if wages were paid to the children.

" Fifty years ago the wages of an agricultural labourer in this district was about 14*l.* a year, whereas at present it is from 25*l.* to 30*l.* a year, with board and lodgings in both instances.

" Sleeping and evening accommodation for servants is unsatisfactory, while labourers' cottages are fairly comfortable, with plots of land for gardens, in the majority of cases.

" Farmers, and particularly large farmers, are the classes mostly affected by the depression in agriculture.

Professor *Rhŷs.*

12,786. Would you mind mentioning the remedies that you have in your mind ?—Well, I would mention some remedies : a reduction in the rents of about 30 per cent., and a reduction in the rates, and to abolish the tithe altogether.

12,787. How would you reduce the rates ? How do you propose that the rates should be reduced ?—I would abolish several of the unnecessary officials, or offices, and reduce the very high rates.

12,788. Well, perhaps that might be some reduction, but do you think that would be very considerable ?—If we had a reduction in the rent first of all, then we would be rated according to the rent.

12,789. There are two sources of objection mentioned. You probably contemplated going still further by the words you used ?—Perhaps but just now I do not remember.

12,790. You said also with regard to the tithes that you would abolish the tithes. Would you explain that a little bit ?—Yes, I will explain that. I would give it towards assisting the rates, or towards education.

12,791. Then I understand that you would not abolish it ?—No, sir.

Professor *Rhŷs*—continued.

12,792. You would alter the application of the tithes. Is that what you mean?—Yes,

12,793. I understand that. What other suggestions have you to make?—Henry Jones, the former witness, has taken my sermon, almost all.

12,794. Can you not glean something further?—I should try and improve circumstances by endeavouring to put some check on foreign produce if it was possible.

12,795. You heard Mr. Humphreys' remarks about the land court. You agreed with Mr. Humphreys, I suppose, did you not, that it would be a bad thing to have?—I did not understand Mr. Humphreys. I was up there and he was down here. I am a little bit of a Welshman, and he is a little bit of an Englishman.

12,796. Have you got any views of your own on the subject of a land court; if so let us have them?—I should not like to do anything that would cause any harm between landlord and tenant, and perhaps a land court might do that.

Mr. *Richard Jones.*

12,797. You say you know several tenants who have bought their farms and are worse off than if they were tenant farmers. What prompted them to buy their farms?—One reason was that they were afraid of losing their old homes.

12,798. And they bought them in order to obtain security of tenure?—Yes, it is so.

12,799. Could you tell us about what time these farms were bought?—Some recently and some some time ago.

12,800. Do you think there were more bought from the year 1875 up to 1878 than at any other period?—It is very likely that it was so.

12,801. That is after a period of prosperous times when farmers were beginning to put by a little money?—Yes, but I do not recollect such good times as farmers having been able to put a lot of money by, or some money by.

12,802. Do you not consider the years between 1872 and 1876 good times?—Yes.

12,803. Then you are contradicting what you said before?—No, I do not.

12,804. You say you never remember a time when farmers were able to lay by money?—I do not recollect such good times that they were able to put a lot of money by, but I do remember times when farmers were obliged to go and borrow money in order to pay rent.

12,805. It is a question of degree. You say that one of the remedies is a reduction of 30 per cent. in the rent. If you are opposed to a land court how do you think a reduction of rent is to be obtained?—What would be easier?

12,806. Explain, please?—That the gentleman should reduce on his own property?

12,807. There is no law to compel him?—No, there is no law; I know that.

12,808. Well, how are you going to bring it about then?—I am not going to bring it about but I would beseech them, I would implore them to do that, for the reason that we as farmers

Mr. *Richard Jones*—continued.

are of as great a value to the gentlemen as the gentlemen are to us.

12,809. Then you have no means of reducing this rent except by throwing yourself on the mercy of the landlord?—No. Our opinion as farmers is that we must have reduction in the land, or else the landlords must take the land, because the farmers will have failed.

12,810. Do you think that the farmers could let their farms at rents higher than they get already?—Oh, yes, I know they could, because they have the right if they wish to let them at higher rents.

12,811. Then how do you expect them to reduce the rents below what they claim at present if they can obtain more for them?—Certainly. Some farmers take the farms at higher rents as tenants and then after two years they become bankrupt.

12,812. Do you know that the landlord has a preferential claim for rent?—Yes, I know that.

12,813. And, of course, you are secure against loss?—But I should not care to see the gentlemen suffer no loss, when other creditors are unable to get anything.

12,814. Well, you are going now into another issue?—No, I do not think it fair. I have given my evidence on my section; there are four of us, delegates from Clynnog Parish.

Professor *Rhŷs.*

I should like the question put again.

Mr. *Richard Jones.*

12,815. Of course you are secure against loss?—We rather regard that as unfair that the landlord does not suffer any loss while other creditors get nothing.

12,816. Since you have gone into that issue I will just ask you this question; are you in favour of the abolition of the law of distress?—No, I am not disposed to do away with the law of distress.

12,817. But are you in favour of it?—I think the other way is to be preferred, that the landlord should have the preference, but that he should not have the whole.

12,818. You would modify it, I suppose?—I would make several remedies in my own mind but I am not able to explain.

12,819. You say that you would like to put a check upon what comes in from foreign countries. Do you mean a duty on corn and on other things?—I do not know that I would care to charge a duty on corn, but I should like to charge something in order that we might have better prices for our stock or for our cattle.

12,820. Do you think it will help you or help your landlord?—Certainly it would help me if I could get a better price for my stock.

12,821. But it is possible for the landlord to raise his rent accordingly?—Then I would give up the land.

12,822. I will ask you another question. Do you think that the farmer could be protected at

Mr. *Richard Jones*—continued.

the expense of other interests?—I do not understand the question.

12,823. I will put it in this way. Do you think the State could put a duty on corn or on foreign produce at the expense of other interests such as manufacturers?—I do not know about that. I merely suggested that it would be a good thing to put some duty but not much.

12,824. What do you think of the effect of such a policy on the price of food?—The price of food would be raised to a certain extent it is certain.

12,825. And if it was raised what would be the consequence or the effect on the price of labour?—It would be nothing to us what we give to our labourers.

12,826. Do you employ any casual labour?—I have servants always.

12,827. Do you buy implements?—I have a little.

12,828. Who makes them?—They are made in Carnarvonshire for the most part.

12,829. Are those implements made by workmen?—Not by many labourers.

12,830. Are they made by workmen?—Yes.

12,831. How do those workmen live?—On their wages.

12,832. Do they have food?—Certainly.

12,833. What would be the consequence; would they have to have more wages in order to pay for more food?—Oh, yes, a little. I might have to pay a shilling or two more for a mowing machine.

12,834. And if the labourer or the workman would have more wages what would be the effect on the price of the article?—The price would be raised.

12,835. How would you benefit then as a farmer if you have to pay more for every article, in case you get a greater price for your produce?—I sell cows and pigs and sheep every year, and I only buy an implement every 15 years.

12,836. But do you understand that, as a producer, you produce only one class of articles, and that as a consumer you consume several classes of articles?—Certainly.

Mr. *Griffiths.*

12,837. You say that the farmers who have bought their farms find it difficult to pay the interest on the money that they have borrowed?—Yes.

Mr. *Griffiths*—continued.

12,838. Do they have any interest to pay besides on the purchase money of the farm?—They must pay for their livelihood, for food, and clothes, and their servants' wages.

12,839. The lawyers charge something for conveying?—The lawyers have occasionally made high charges on deeds for small pieces of land

12,840. Do these deeds cost more money than is expected?—Yes, much more sometimes.

12,841. Do you think that the Government should have some simpler means to convey land that is purchased?—Yes.

12,842. Supposing you had a dispute; supposing your landlord thinks your farm is cheap and you think it is very dear, how are you to settle that question?—By going to my landlord in a friendly way and asking him for a reduction.

12,843. Certainly, but supposing he will not commute it?—I would have to consider what I would do.

12,844. Would you not do what Mr. Humphreys said just now, leave your farm, not take it if it is too dear?—If everyone did that, where would we go?

12,845. That is the very question I was going to bring you to. I suppose landlords can get plenty of tenants, can they not?—If we all went away there would not be a single tenant.

12,846. I am asking you the present state of things?—Yes, plenty in this district.

12,847. But can tenants get plenty of farms if they give up their farms?—No, I do not think they could.

Mr. *Brynmor Jones.*

12,848. Question by Mr. Owen Wynne: "In "fact you would rather trust your landlord "than any Act of Parliament?"—Well, we have some good landlords and some bad landlords.

12,849. Question by Mr. Vincent: "Does it "occur to you that to reduce the rateable value "in a whole union will not reduce the amount "to be paid? Ratepayers would have to pay "more in the pound—that is all?"—It is a dark question to me.

Mr. J. R. Jones called and examined through an interpreter.

12,849*a*. The following statement of the witness was read by the interpreter:—

"The evidence of J. R. Jones, Maesglas, Clynnog.

"I, J. R. Jones, of Maesglas, Clynnog, farmer, say that I have been brought up a farmer. I desire to speak first upon the question of landlord and tenant agreements. In the year 1884 William Parry, of Cefncyfanedd, near Port Madoc, who was an uncle of mine, died. He was co-tenant with one John Meredith, who was deaf and dumb. John Meredith's family and ancestors (W. Parry's wife was a sister of John Meredith) had lived at Cefncyfanedd for generations. This farm was a poor upland farm with very poor buildings. About the year 1870 the tenants built anew all the outbuildings, including hay-barn, the landlord agreeing to provide timber and slates. In 1871, after the buildings were completed, the rent was raised from 16*l.* to 20*l.* 10*s.* a year. I produce an agreement of the estate. All the agreements on the Harlech estate are similar. After the tenant died I sent to the landlord for a copy of the agreement

between him and the deceased; the landlord's agent declined the copy. I produce the letter from the agent, Mr. W. R. Lawford. He had agreed to meet me but he did not. I wish to point out clause No. 2 in the agreement as being oppressive; also clause 4 (penalty of 20*l.*, the use of manure by landlord without compensation, and the whole clause in fact); also clauses 8, 10, and 11. After the death of Mr. Parry, John Meredith was to have the option of purchasing from the executors of W. Parry at a valuation all Parry's rights, including Parry's moiety in the tenancy. W. Parry, before his death, had taken for granted that John Meredith or the executors would have the tenancy. The landlord (Lord Harlech) declined to give Meredith the tenancy. The farm was then let to a gentleman (Mr. Greaves, of Wern) for game purposes, &c. Both John Meredith and the executors lost the tenancy and had no compensation for the building or improvements. Meredith went to lodgings and died shortly afterwards. I have another agreement which I desire to hand in privately for the Commissioners to read.

See 13,337–13,373.

I desire now to speak upon a tenancy between myself and Mr. Acland, M.P. I took from him personally about four acres of land some seven years ago, and have been ever since the tenant in part or in full, for which I paid 15*l.* per annum. About two years ago, as Mr. Acland intended selling, it was agreed that I was to give up the land on one month's notice if the place were sold. In June last I found that the Reverend Howell Roberts, of Clynnog, had gone behind my back to Mr. Acland and offered for the place more than I paid. Mr. Acland gave him the tenancy without giving me any notice. I produce complete correspondence on this matter. I bring this matter forward to show that tenants require security of tenure.

"I wish to point out that the improvements effected by the tenants are unsatisfactorily paid for.

"The rents are fixed by the landlord. In the parish of Clynnog the rents are uneven and unfair even under the same landlord. Small farms, as a rule, are more highly rented. Rents during the last 50 years have been raised but not generally, whereas in recent years a permanent reduction of rent has been effected in few instances. Abatements have been made in recent years varying from 10*l.* to 20*l.* per cent. The price of labour in the last 50 years has doubled. The prices of animals compared with 25 years ago have decreased 50*l.* per cent. The price of corn has fallen in the last 25 years about 35*l.* per cent. The fluctuations mentioned above have seriously affected the rents.

"Rates also have increased and the present bases are considered unsatisfactory. Farms are very much overrated as compared with house property.

"*Suggested remedies.*—Free trade or protection everywhere generally—either one or the other. Equality of rating. Security of tenure to farmers and also full compensation for improvements. Further rents fixed on sliding scale according to the market value of production.

"I desire to mention that I consider it injurious for anything to happen to cause the landlords to sell their lands unless money is provided by the Government to assist the tenant farmers to buy their holdings and that at 2*l.* 10*s.* per cent. interest. Another thing I should suggest, that if there is disestablishment that the tithes should go to relieve local rates, because I consider that the man who pays should have the benefit."

Re-examined, 13,360.

Adjourned to to-morrow morning at 10.30.

SIXTEENTH DAY.

The County Hall, Carnarvon, Carnarvonshire, Thursday, 21st September 1893.

Present:

LORD CARRINGTON, G.C.M.G. (Chairman).

Lord Kenyon.
Sir John Talbot Dillwyn Llewelyn, Bart.
Mr. David Brynmor Jones, Q.C., M.P.
Professor Rhŷs, M.A., Ll.D.
Mr. John Morgan Griffiths
Mr. Edwin Grove.
Mr. Richard Jones.
Mr. Frederick Seebohm, Ll.D., F.S.A.

Mr. D. Lleufer Thomas, Secretary.

Mr. William Arthur Darbishire called and examined.

Chairman.

12,850. You are, I believe, a quarry owner, land owner, estate agent, and you also farm 900 acres of land in Carnarvonshire?—Yes, I hold them on a farming lease under Mr. Hughes of Kinmel. I am not practically farming them, understand. I took them on a farming lease. I improved the land in order to sublet it. I only farm a very small quantity myself now.

12,851. And you sublet the rest?—Yes.

12,852. You are a tenant of 900 acres of land under Mr. Hughes of Kinmel, and you sub-let most of it. That is what it is?—Yes, that is so.

12,853. Will you kindly tell us what you wish to say?—With regard to so-called common rights on mountain land—the rights of pasturage on mountain land are appendages to upland farms; and are necessary to the proper cultivation of such farms. The invasion of those rights by the community generally has rendered those mountain pastures of less value, and is an injury to the farming tenant. The pasture in summer is over-crowded, so that the herbage becomes permanently deteriorated, and the land carries less and less stock. The breed of sheep especially cannot be improved. Rents which were possible to pay with the mountain pastures are impossible without it. The proper way to make mountain lands more useful to the country is, not to give every one a right to use them, but in the interest of all to restrict the freedom of all, and to encourage enclosures, or some system similar to the plan of free selection in Australia. The sale of tenant right is a custom disadvantageous to both landlord and tenant. To the landlord in keeping him in the dark as to the real rent paid by his tenants, and because any generous treatment or relaxation of rent is discounted to the disadvantage of the incoming tenant. To the incoming tenant, as requiring an outlay of capital in purchase of the tenancy just when he ought to have ample means to stock his farm. My experience is that the system of landlord and tenant does not work well unless the landlord provides all outlay which is required and is really desirable, and the tenant is called upon for no expense beyond revenue expenses, such as repairs, tools, implements, &c. If a needy landlord cannot, or an unenterprising one will not, provide such reasonable outlay, some outside authority should in my opinion be empowered to assess the value of such improvement when made by another person, and the landlord should be caused to repay that outlay, either in a lump sum or by a reduction of rent for a term of years. I have made efforts by way of improving the dairy production of Wales. I find that the cow-houses are very defective, also the barns and food-houses are very poor, and wholesome dairies in the proper sense of the word do not exist. No serious improvement in butter and cheese making will be established till considerable sums have been laid out on Welsh farms. Further, I have known cases of great hardship where tenants improvements have been sold with land by representatives of deceased landlords, and the purchaser has raised the rent to nearly three times the previous rent.

Chairman—continued.

12,854. Do you say three times the previous rent?—Yes, I have known a case of that; the tenant receiving no part of the enhanced value which the vendor realised.

12,855. Can you give us any instances of what you say; would there be any objection to

Chairman—continued.

that?—I do not like to give the names; but I know one small farm not far from Groeslon. It was sold to a quarry agent. I know, as a fact, it was let at a low rent, and it was sold. The tenant had sat at a very moderate rent indeed. I think it was something like 18*l.* a year; and he had built a barn and a cowhouse, which stood there on the land, and this was taken by the purchaser, the quarry agent, who immediately raised the rent to 54*l.* 10*s.* 0*d.* That is a case in point. I do not wish to mention the names.

12,856. You are prepared to pledge yourself, as an honourable man, that these are cases which you are prepared if necessary to produce evidence about?—Yes, that is one about which I could produce evidence if necessary. It was discovered by me in the process of appealing against the poor rate.

12,857. As regards the general statement, you are perfectly prepared to pledge yourself that it is absolutely true?—I will give you another example which happened to myself. I will not give the name of the vendor, but I bought a small property from him for 800*l.* It was in good order. There was a good building on it, or an old building considerably improved, and I paid 800*l.* for it. The vendor took the whole of that money, and when I came to enter upon it I found the tenant had really during the last four or five years repaired and renovated the house. I appealed to the vendor to repay him some of the purchase-money. He would not. I paid the tenant some money myself in consideration of his outlay.

12,858. You, as a new landlord, had to do so in fairness?—As a good neighbour, not as the landlord at all. That is a case I am certain of.

Mr. *Grove.*

12,859. There was no legal obligation upon you at all in any way?—No, certainly not. There ought to have been an obligation in that case. In that case I say I ought to have been able to cause the vendor to pay some of his advanced price to the tenant who had made the improvements. I also wish to give this evidence, that, being a trustee for the sale of land, I am not empowered in my own capacity as trustee to allow a tenant for improved outlay of that kind, which he may have made without consulting me beforehand. I could not do so.

Chairman.

12,860. Of course, if you did it as trustee, you would be liable to pay it out of your own pocket?—Yes. If there was a law authorising the course I have recommended I could do it as trustee without any question. Those three cases have happened within my own knowledge. I have made some such outlay on my own farm to some considerable extent, and am told that at the expiration of my lease or holding, the unexpired value of my buildings shall be paid me. I can give another example. The planting of trees is a great improvement in an exposed situation: I offered to my landlord to pay the farm rent of land, to plant trees in certain situations, on condition that at the end of my tenancy I should be repaid one half the valuation of the trees at that time. My offer was refused. I did, however, plant one or two shelter plantations. That is a case in which I think I should have been entitled to plant, and I should have been entitled to require my landlord to pay me back. I have experienced the difficulty of dealing fairly with land, owing to the expense and delay in getting rid of a dishonest or negligent tenant. I think it would be for the general good if it were possible to obtain redress cheaply and quickly in such cases. A tenant contracts to keep not more than 100 mountain sheep; and after a great deal of trouble I find that he has for sometime kept over 400. The subletting of land is an abuse almost universal in Wales, and cannot be prevented promptly and effectively under present modes of procedure. In many instances this system is a source of great disorder.

With regard to Annual Returns to the Agricultural Department.—It would be a great improvement if the annual returns were made compulsory, and wilfully incorrect returns were considered fraudulent. I know from my own experience that they are absolutely unreliable for those 900 acres that I sublet; they tell the most ridiculous falsehoods. The returns are not worth the paper they are put upon. With regard to rents, I say that rents have risen in the last 40 years in most estates, owing mainly to the increased facilities which the farmer now possesses of bringing his produce to market. The occupation of a farmer in Carnarvonshire is now much more a commercial one than formerly, or than in some other parts of the country; he must watch markets, buy or sell, or refrain from buying or selling, with an eye to the future. It would be impolitic and unjust to afford relief to tenants at will unless similar relief is afforded to leaseholders.

Lord *Kenyon.*

12,861. You think the sale of tenant right would be a disadvantageous custom?—I think it would be extremely so. I have found it so.

12,862. Who would benefit by such a sale?—The outgoing tenant does, if he can make a hard enough bargain. He uses the desire of the incoming tenant to acquire land under a good landlord and makes money by that. He makes money out of the excellence of the landlord's generosity and kindness, in fact.

12,863. You say the landlord should provide all outlay which is required. How would you propose to deal with this case—the case of a landlord who could not afford to do improvements and a tenant who could?—I think the

Lord *Kenyon*—continued.

tenant ought to be authorised to do that by an outside authority, who should say that the outlay is such as may fairly be considered an improvement to the estate—an outlay on capital account—and the tenant or any friend should be allowed to do it, and the value of that should be assessed. Then I think, the needy landlord should be required to reduce the rent immediately until that is repaid to the tenant. I do not think the tenant ought to wait until the end of his term.

12,864. Would you propose also in the case of a landlord who could not afford to do the improvements that he should be able to borrow money at a cheap rate of interest to do it?—He may get it wherever he likes.

12,865. I am aware of that under the Settled Lands Improvement Act, but it is fenced about with great difficulties. Do you think any improvement could be made in that Act?—I have not had any experience of that, but I have taken that position between my landlord and the tenants. I own a quarry in the neighbourhood, and I found there was great distress amongst the tenants, and they did not bring their produce to good markets, and they were in a poor way altogether, and they quarrelled about their sheep, and I took the whole of Mr. Hughes's land for the purpose of acting the part I thought he ought to have done, that is, making the outlay. I have certainly doubled the stock upon his land. It has been an amusement to me, although I have lost money upon it—there is no doubt about that. I have done exactly what I think the landlords ought to do, and what if the law were improved a tenant ought to be encouraged to do, by being certain of getting his money back or something at once.

12,866. May I ask if the land is sublet at a higher rental than you pay?—Practically no. I pay all the rates and taxes, do all improvements, which Mr. Hughes never did, and which landlords do sometimes. I am slightly out of pocket by it.

12,867. You act the part of a landlord almost?—Yes, I do.

12,868. As you think a landlord should act?—Yes, quite so. I sublet nearly the whole of the land, but it is with the landlord's consent. He knows perfectly well I am doing so.

12,869. Then you mentioned one or two instances. I want a few more details. In the case of your own you said you paid 800*l.*, and you had to repay money to the tenant for improvements?—No I did not, but I knew him, and I knew his wife, and I did give something to him, because I thought it was a very hard case.

12,870. Would you mind saying the acreage of that holding?—It is very small; about 13 or 14 acres. It is called the "New Inn" by Clynnog. It is the oldest house in the county I should think, and this tenant had taken it and repaired it and made it a little public-house.

12,871. You consider you paid full value for it?—I paid very high value indeed.

Lord *Kenyon*—continued.

12,872. With regard to planting trees. Occasionally I have known cases where, when an offer has been made to plant trees for protection the tenant says, "that is the best part of my land"?—That may be.

12,873. Have you ever experienced that?—In such case I think an outside authority ought to decide between the two. But in my case it is a very exposed situation with very heavy winds indeed from the south-west. There is no doubt about sheltered plantations being very good where judiciously put in. The agent of the landlord approved my performances very much indeed, but he would not make any reasonable arrangement.

12,874. What do you mean by an outside authority. Do you suggest a Land Court?—Yes, I think so; a Land Court.

Mr. *Brynmor Jones.*

12,875. Have any instances come under your notice, Mr. Darbishire, in which something has been paid for what may be called the goodwill of a tenancy?—Attempts have been made to do it where I have been the landlord, but I have always put a stop to that. I have taken over what is claimed for tenant right improvements.

12,876. Have you reason to believe that formerly such payment was common on the estates where the landlords were particularly kind to their tenants?—I think it is a common practice now.

Mr. *Griffiths.*

12,877. To what cause do you attribute the reduction of rates? You say the rates are reduced?—I did not say so. I said that rents were increased.

12,878. I thought you said rates had been reduced?—No, I did not say so, or anything of the kind. Rents have been increased in the last 40 years.

12,879. I understand you to say that rates were reduced as well?—No.

12,880. Who generally does the improvements on the farms around you; the landlord or the tenant?—I think on Mr. Assheton Smith's property, the other side, they are done by the landlord, and I think on another estate, belonging to Mr. Gwynne Hughes, they are done partly by the tenant and partly by the landlord; but I think under fair arrangements.

12,881. You know of instances where good farmers do a good deal themselves, I suppose?—I have not come across them myself because it has been always the other way, but I believe that is the case that farmers do make very considerable outlays without any security whatever. I do not know it of my own knowledge.

12,882. What is it that you consider the cause of the low prices, at present, for stock?—I think it is a combination of circumstances. I think the land in Australia and New Zealand, and the United States and Canada, is brought so much nearer by means of improved steam

Mr. *Griffiths*—continued.

traffic; it competes with the land in this neighbourhood. That is the main cause.

12,883. What caused you to compensate the tenant of this land which you purchased?—Because my name is Arthur Darbishire and I am a good neighbour.

12,884. You think it is right that the tenants should be always compensated?—I think they should, or rather I think they should not be compensated, but that they should be repaid their outlay. I have said I think the principle should be that the landlord should be the capitalist partner and the sleeping partner, and the farmer should be the working partner.

12,885. What difficulty do you find in getting rid of a bad tenant?—One has to give him a year's notice, and there is always a great deal of soreness and difficulty about it. In fact, practically, it is very often an eighteen months' notice, and the tenant under such a notice is quite sure to be none the better, but rather the worse during that time. I think there ought to be an immediately direct appeal, and the tenants should be admonished or fined and made to pay compensation immediately—they do such great harm when they really try.

12,886. If I rightly understand, you consider that the tenants who have leases should have compensation in these bad times, as well as those who are yearly tenants?—I think exceptional difficulties ought to be considered in the case of a leaseholder as well as an annual tenant. Of course the terms of the lease ought to be considered in any case of relief of that kind.

Mr. *Richard Jones.*

12,887. What is your opinion of subletting in general. Would you recommend it?—I shold not recommend it. It is a great deal too dangerous a power to be put in the hands of anyone who wishes to make money out of the operation. I am quite sure, in a very large number of the farms in Carnarvonshire, the real rent paid is a very great deal more than ever comes near the landlord's pocket. I am quite sure of that.

12,888. What is your opinion about consolidation?—Larger farms.

12,889. Yes.—I do not quite follow you.

12,890. Do you recommend consolidation of farms in the interest of the tenants and the landlords, and the community in general?—I do in certain cases. I think that an upland farm, as I call it, cannot be worked as a small farm at all. I think there is a great deal of land in the valleys of Carnarvonshire and so on which might be let in 30 acre farms, and to better advantage than in larger farms.

12,891 You think that upland farms would not pay for cultivation. It would be more profitable to graze them?—I think it is more profitable to graze them, especially with mountain sheep. You cannot do any good at all with a small farm where mountain sheep have access to it.

Mr. *Seebohm.*

12,892. Do I understand you to say that the only way to prevent a good-will from arising which you object to, is for the landlord to be the partner who pays for and owns the improvements?—Yes, that is so.

12,893. But you think that in order to carry that out, in order to get rid of the difficulty of the consent of the landlord always being required, there should be what you call an outside authority?—Yes.

12,894. You say that you think a Land Court would be the ultimate result?—Yes, I suppose so. I do not know what a Land Court really is; but something of that kind.

12,895. Has it ever occurred to you whether it would be possible to have a public official who might be called in to hear both sides; to examine into a case and give advice to the parties, and act as a sort of mediator so as to keep litigation as far as possible away?—Is not that exactly a Land Court, except I should give him authority to preside and decide. I should make him a Land Court.

12,896. A Land Court involves to a certain extent litigation and a lot of formality?—Then I do not mean a Land Court, if that is so. Then call it a Court of Arbitration, or something of that kind. But if there are two different opinions they may be stated before some man who is to decide between the two, and that to my mind is a Court, is it not.

12,897. But a man hesitates before going to a public Court and making it an act of litigation. Might it not be of advantage to have an expert, who without deciding the question should give his advice, and act as a sort of mediator between the landlord and the tenant, so as to get rid of the difficulty without going to the Court?—Quite. It is always possible to avoid going to Court by friendly arbitration. Why should it not be?

12,898. Has it occurred to you that a public referee, or whatever you might call him, in each district would be a great advantage in that respect?—Yes, I think it would—a man with a judicial mind, who should listen to what was said.

Mr. *Grove.*

12,899. When you purchased the property you have alluded to for the sum of 800*l.*, and you gave certain compensation to the late tenant, may we take it that you previously requested the owner to remunerate that party?—I did. I requested the vendor to consider his case, and give him something out of the very large purchase money I had paid him.

12,900. And the facts were brought clearly to the mind of the vendor as to the money spent by that party?—Yes, so far as I could. I cannot answer for his mind at all. I do not think it was a very clear one.

12,901. I apprehend in bringing the matter under his notice, you would naturally give him the clear facts of the case?—So far as I knew them.

Mr. *Grove*—continued.

12,902. You say, Mr. Darbishire, you think "it would be for the general good if it were "possible to obtain redress cheaply and quickly "in such cases," that is, get rid of a dishonest, badly inclined tenant. In what way would you suggest that that might be obtained cheaply and quickly?—I think that this Land Court or outside authority ought to have sufficient technical knowledge to enable the landlord to show that the tenant was injuring him, and so inflict a fine upon the tenant. May I give you an example of what I am trying to do without a Court I sublet my land on condition that each small farmer shall keep only a certain number of sheep, so as not to overdo the whole quantity which my farm is entitled to put upon the mountain land. I have tried to get them to speak the truth about the numbers they have, and they will not do it, and now I make them sign an agreement that for every sheep over a certain number, which is their property, they shall pay me 1*l.* every year. Of course it is a ridiculous rent, but I do not see any other way of fining them for it. If they agree, then they will have to do it.

12,903. Then you say that "rents have "risen in the last 40 years in most estates, "owing mainly to the increased facilities which "the farmer now possesses of bringing his pro- "duce to market." Are those increased facilities railways as a rule?—Yes.

12,904. And have the land owners on the land generally contributed to the cost of those railways?—That I cannot say at all.

12,905. You could not say whether they had been large subscribers?—No, I daresay not.

12,906. And are the railways that you allude to dividend-paying railways?—In Carnarvonshire it is almost all London and North Western. That I believe is a dividend-paying railway.

12,907. So that even if the landlords did contribute to the making of the railway, they are probably getting a fair amount in the shape of interest for the money they have contributed?—I think so.

12,908. Have you put in a copy of the agreement which is generally used in the district, with which you are acquainted as between landlord and tenant?—I have not.

12,909. Can you put in a copy for our guidance?—I can send you a copy of the one I use.

12,910. Is it such as you think is a fair agreement between the two parties?—Oh, yes, or I should not put my name to it. I will send you a copy.

12,911. As to cottage accommodation, do you think there is sufficient cottage accommodation as a rule, or is it rather bare?—I do not think the cottages are very good, and some of them are very ancient upon my particular farm. And there is one of my difficulties: the landlord will not encourage me in any way to improve them. I have done a great deal which I shall absolutely lose.

12,912. Do you think if there were more cottages it would settle more labour upon the land permanently?—I do not think that. I live in a quarry district, where it is the quarries that require the labour. There are more labourers living on the land really, than could possibly be accommodated on the farms.

Mr. *Grove*—continued.

Professor *Rhŷs*.

12,913. You touched upon the question of railways just now. Have you at all given any consideration to the notion of what they call light railways to out of the way places?—As to their being advisable outlays?

12,914. Yes, or a good thing to have?—I do not think so. I do not think they are any value at all in Carnarvonshire.

12,915. You do not think for instance it would be any use having one down the peninsula towards Llanengan and Aberdaron?—I do not think so. I do not believe in light railways at all. I think there ought to be a good one, or none at all. The effect of a railway is to cut off all the ancient modes of travelling for a very considerable area around it, and I think in a district like Lleyn, where the population is rather sparse, it is much more important to keep up the ancient mode of travelling by means of horses and cars to a given centre than to try to run a railway in one direction, which would kill all the modes of communication which had hitherto been kept up.

12,916. With regard to a man of judicial mind to help in arbitrating matters between landlord and tenant, do you think that would work satisfactorily if the landlord and tenant had the choice of not accepting his arbitration?—No, they would have to accept his arbitration.

12,917. Then that would be a sort of Land Court?—Yes. Of course the Land Court would be the compulsory and last resort. There is nothing to prevent amicable arbitration before a recognised authority in the first instance. I do think there should be a compulsory adjudication as a last resort.

12,918. And both landlord and tenant, either of them, might initiate in the matter?—Oh, yes, I think so.

12,919, I mean you would not say it was only the tenant that could go to this Court, but the landlord might also go?—Not about this matter of outlay; but about other things I think they ought. About the misdemeanour of a tenant I think the landlord would probably initiate that, or any breach of covenant, and so on. It is extremely difficult to bring forward a breach of covenant for repairs now, except at great trouble, and great expense, and causing great soreness. But if there was a Land Court there would not be that difficulty, and it would be treated more as a commercial matter.

12,920. I ought to have first asked what functions you would assign to the Court?—I think redress of disputes between landlord and tenant on either side to put it as broadly as I can.

12,921. Anything else; we have heard a great deal about fixity of tenure, security, and so on?—I do not think anything of them. I do not see why a farmer should be wanting to be fixed in his tenure at all. When it does not pay him he ought to be free to go, and the same

Professor *Rhŷs*—continued.

with the landlord. I do not believe in fixity of tenure.

19,222. If that were done, if he had fixity of tenure in that way, there would necessarily arise what is called a tenant right, would there not?—Yes, that is one great reason why I object to fixity of tenure, because I think the relation ought to be a commercial one. I do object to fixity of tenure.

12,923. That leads up to another thing I thought of asking you. With what estates do they have what is called goodwill now, so far as you know?—I cannot speak of my own knowledge; but I think it must be pretty clear to anyone that Mr. Wynn's farms are always sold for a consideration. I do not know it on my own authority, but I feel pretty sure it is so.

12,924. You think it is so, as a matter of general notoriety?—Yes.

12,925. Any other?—I cannot really say. I do not like to say anything not within my own knowledge; but I think in one or two instances money has been paid.

12,926. We have had reasons to think that this goodwill was really a way of trying to get compensation for improvements?—Very possibly; I have no doubt it is.

12,927. You say that ought to have come from the landlord, do you not?—I think some of it ought to have been recovered from the landlord; but it is done in the dark, so that it is impossible to define it. I think my mode of clearing the matter up would be to the great benefit of all parties concerned.

Chairman.

12,928. There are two or three questions I must trouble you with. First of all there is a question by Mr. George Owen, "Did you sell "this property to Mr. Acland, M.P."?—That is the property I am referring to, 800*l.* I gave 800*l.* for it, and sold it to Mr. Acland for 500*l.*, I think.

12,929. "If so at what price"?—I really cannot remember. I think about 500*l.*

12,930. "Has he sold it again"?—I believe he has.

12,931. "At a higher price"?—I daresay.

12,932. You do not know what price?—I do not know about that. It is not my business.

12,933. Then Mr. Owen Wynne puts in this question: "Do you know if the tenant, whose

Chairman—continued.

"farm you bought, was under covenants to "repair"? I think that is the case you said you remembered?—Yes.

12,934. Do you know whether he was under covenant to repair. You do not know what his agreement was?—He was an annual tenant. He had an agreement. He was bound to put the place in order, no doubt; but he had spent a great deal more than he was bound to do.

12,935. His agreement was an improving agreement?—Yes.

12,936. He was under covenant to repair?—Yes.

12,937. Then Mr. Vincent puts in this question: "Have you ever come across, and can you "give us the result of any cases of sale of "tenant right in Ireland, I mean in parts not "affected by the Ulster custom"?—Well, I have never been in Ireland, or had anything to do with Irish land from a farming point of view.

12,938. You do not know anything about it?—No.

12,939. "May I take it that you think that "the main thing wanted to prevent injustice "is adequate compensation for all reasonable "improvements"—compensation from the landlord to the tenant?—But I put it the other way, that the outlay should be made by the landlord.

12,940. And not by the tenant?—And not by the tenant. I put it stronger than that.

12,941. "May I take it also that the majority "of hardships occur when sales take place." Is that your opinion?—That is a vague way of putting it. I think it is a very great hardship for a tenant who is a working partner to be obliged to find not only capital for his stock and his implements, but also to build a building on which the return is perhaps 4 per cent. If he is only an annual tenant it is difficult to say when he will get the return for it. If he has a lease for 21 years he has to make 10 per cent. over and above the next door farmer who has not made the outlay.

12,942. Mr. George Owen asks: "Would you "kindly give the name of the quarry agent "who bought the property just referred to in "your evidence and trebled the rent on the "strength of the tenant's improvements." I think you said you would not give it?—No, why should I? It is only a personal matter, but if it is absolutely necessary I will, although I do not see why I should.

Mr. THOMAS WILLIAMS called, examined through an interpreter.

Chairman.

See 13,550–13,620.

12,943. You are a corn and coal merchant living at Port Dinorwic?—Yes, my Lord.

12,944. Do you give evidence in Welsh?—If you please, my Lord. The evidence has been translated, and it is correct.

The interpreter read the following statement of the witness:—

"Evidence of Thomas Williams, coal and corn merchant, Port Dinorwic.

"I wish to give evidence respecting two or three places in the parish of Llanddeiniolen. I

Chairman—continued.

will begin with Rhos wylfa or Parciau Rhos. About 70 years ago, or about that time this place was an open common. I believe that a gentleman of the name of Wright enclosed it. By what authority I know not. Before the place was enclosed those who lived in the neighbourhood used to turn their beasts into it without paying anything for it. Others would cut turf in the Common for fuel and other things and all gratis, free, for nothing. This is what I have heard from my parents and others of the

Chairman—continued.

parishioners who remember the place well before it was enclosed. My parents were the first farmers in the place and a part of the barn was separated off for them to live in. A good many years afterwards my parents built a house, a cross kitchen, a dairy, and a part of the old buildings, and I am not aware that they ever received anything in consideration of the expense, though the whole was done at their own expense.

"The rent was at first 36*l.* Soon afterwards the rent was raised to 44*l* 15*s.* without the landlord being obliged to spend anything on the place. After that it was bought by the estate of Vaynol. When the estate was valued the rent was raised to 49*l.* 10*s.*, owing to the labour and perseverance of my parents and the children who were obliged to work for their food and clothing until they reached the time for turning out in the world or getting married. I was bred and born on the spot, and I lived there till the end of the year 1887, when I was turned out without a halfpenny of compensation for all the improvements made on the place I sent a demand in for compensation for walls and drains amounting to 78*l.*, but I have not had it till this day and in all probability I shall not get anything as the agent has declined to answer my last letters to him. Also I was packed out of the estate office when I was there on business, and I can name or indicate the person who turned me out, and he told me very kindly that the landlord would not see me at all, though he was at the office at time. I was obliged to sell my stock when the price of stock was low, and I think that I lost about 150*l.* by that means compared with what I should have if I had been allowed to remain a year or two longer there. I have often been acting as beater in the shooting. I never received a penny of pay for that, but a little provision consisting of bread and cheese and a horn full or two of beer to each one who wished to have that. I was also asked to lend a team of horses to plough at the Vaynol without pay or thanks, which I considered a great wrong, as the owner had plenty of means to pay for it and also for beating.

"I was turned out of the place at the end of the year 1887 and they declined to give me a reason, though I asked the agent. The only thing he told me was that the landlord wanted the place. A new tenant went into the farm as I left, and in the course of four and a half years he was bankrupt, and he is to this day an undischarged bankrupt, although he had the farm for 15 months without paying rent for it and at the end of that time he was only asked to pay the rent for six months.

"The next place to come under notice is a farm called Tyn llan uchaf in the parish of Llanddeiniolen. It was a farm until within the last few years. By this time it had been divided into small holdings, and instead of 36*l.* rent as before that is now 72*l.* 4*s.* with 14 acres under wood.

"The next farm is Tyn llan isaf in the same parish, the rent of which was about 31*l.*, which is by this time divided between a number of farmers as well as small holdings, and the collective rents have reached the sum of 76*l.*, with some five acres under wood.

Chairman—continued.

"The next place is Fachwen in Dinorwic which consisted of one farm many years ago at a rent of 60*l.* The place has been divided into small holdings for the quarrymen to build and they have small holdings on lease of 30 years and it is said that they pay from 5*s.* up to 3*l.*, according to the size of the holding, but by this time it is supposed that the place pays about 400*l.* and the whole at the expense of the tenants. I know of other places where the rent has been doubled within the last three years, and that without the landlord having to spend a single penny, and I also know places that have been cultivated and enclosed out of comnon land by the tenants themselves, which is by this day 3*l.* 10*s.* an acre, which is undoubtedly an unreasonably high rent. Still the tenants stick to their homes until they have spent their last halfpenny rather than leave, which is characteristic of the Welsh. A great part of the estate of Vaynol is devastated by game, which causes a great deal of disagreement between the landlord and tenant. See 13,599 13,600.

"Frequently are the tenants summoned to come to the estate office to be accused of some alleged transgression, possibly in connexion with the game, and that perhaps the testimony of some keeper who wants to have promotion in his position.

"I am pretty certain that the farmer must have, and that soon the following things, or some other things to the same effect:—

"1st. Fixity of tenure.

"2nd. Arbitration or Land Court.

"3rd. Compensation for improvements.

"4th. The abolition of the Game Laws.

"I have plenty of facts in my possession that I could write or give evidence openly for a whole day."

Lord *Kenyon.*

12,945. You say you were turned out of your holding in 1887. Could you tell me what reason was given?—They refused to give a reason, only that the landlord wanted the place and wanted to get rid of me.

12,946. Had you a notice to quit before that?—Yes.

12,947. When?—Two years before I left the place.

12,948. And why was that notice to quit not carried out?—I had two or three reasons for refusing to go.

12,949. Why was the notice to quit given?—No reason was given.

12,950. Was it not on account of some trouble with regard to the game?—Perhaps that is what they took.

12,951. Did they they ever prosecute you for tresspassing in pursuit of game?—Yes.

12,952. Were you convicted?—Not for going after game.

12,953. You were not convicted for trespasses in pursuit of game?—I was convicted for taking

Lord *Kenyon*—continued.

a rabbit from a trap, and I felt that I had a perfect right to do that—I was not exceeding my limits.

Professor *Rhŷs.*

12,954. Is that the limits of your farm, or what?—Not going beyond the limits of my farm—the boundaries of my farm.

Lord *Kenyon.*

12,955. What was the date of the prosecution?—About 10 months after I had notice to leave, so far as I can recollect now.

12,956. You quitted your farm in 1887: is that so?—Yes.

12,957. And you had notice to quit in 1885?—Yes.

12,958. And the prosecution was 10 months after the 1885 notice to quit?—As near as I can remember now.

12,959. Was that the only dispute you had with regard to game, between you and Mr. Assheton-Smith's keepers?—That is the only time that anything was brought against me, that is, that I was taken to Court.

12,960. Then after that prosecution was another notice to quit served upon you?—A writ of ejectment was given me, for which I had to pay 11*l.* 15*s.* 0*d.* odd, and which I now hand in.

12,961. Did you leave on receiving this?—No.

12,962. Why not?—I made an agreement with the agent to remain there another year, in accordance with an application I made.

12,963. You made an application to stay on, and that was granted. Is that what I understand?—Yes.

Mr. *Brynmor Jones.*

12,964. Upon payment of costs, I suppose?—I had to pay the costs, at any rate.

Lord *Kenyon.*

12,965. Was this previous to the prosecution, or subsequent to it?—I do not understand the question.

12,966. Was this writ of ejectment served upon you before you were prosecuted?—I do not quite remember.

12,967. You cannot remember whether you were convicted of taking that rabbit out of the trap after or before this writ of ejectment was served upon you?—I cannot remember for certain, but I have the dates.

12,968. It is rather an important point, I think?—I would rather not say anything upon guess.

12,969. Was the farm offered to any members of your family?—Yes.

Lord *Kenyon*—continued.

12,970. Why did they not accept it?—They had no capital, and it is likely that the agent knew that. If he did not, I told him so.

12,971. Did you ever apply for any compensation for damage done by game on your farm?—Yes.

12,972. Did you ever receive any?—Yes.

12,973. Did you receive what you demanded?—No, I do not think so.

12,974. Was it submitted to arbitration?—Once.

12,975. You received compensation more than once, then?—Oh yes, several times.

Mr. *Brynmor Jones.*

12,976. Arising out of Lord Kenyon's questions: I see that this writ is dated November 17th, 1886. Had you been served with a notice to quit before that?—Yes.

12,977. And the year had expired, had it?—Yes.

12,978. I suppose on the 29th September 1886?—No, November 13th.

12,979. Then was it after this writ had been served upon you, that it was arranged you were to stay for another year?—What is the date of this writ?

12,980. November 1886?—I do not remember; I am not quite certain, whether it was before receiving that writ. I think it was after receiving that writ.

12,981. According to what you have told us, on the 13th November 1886, your tenancy terminated by the expiration of the time of notice?—Yes.

12,982. Then you got served with a writ?—Yes.

12,983. You have said in your evidence in chief that you did not leave the farm until 1887?—Yes.

12,984. What time in 1887 did you leave the farm?—At the end of the year, when the incoming tenant came.

12,985. Then it must have been arranged subsequently to the service of this writ upon you, that you should remain on for another year?—An agreement was drawn up, or, at any rate, something in the nature of an agreement that I should remain there for another year. The reason why I asked that I should be allowed to remain longer was, because my sister lived with me, and I had no place to go to, and it was according to her wish that I made an application to remain there longer.

12,986. I think we have got the dates near enough now. What was the date of this bother about the rabbit: was it before or after this writ was served upon you?—That is what I cannot remember.

12,987. How long was it do you think before you went out? Was it one, or two, or three years?—The trouble about the rabbit was about ten months after I had had notice to quit, so far as I can remember.

Mr. *Brynmor Jones*—continued.

12,988. Then that must have been before the issue of this writ?—So far as I can remember now.

12,989. You took the rabbit on your own farm, as I understand it?—Yes.

12,990. What was the information against you for. What was said in the summons that you got at the police court?—I was charged with having placed a trap on the line, and that I had taken the rabbit out of it. As soon as I had taken the rabbit out of the trap, two keepers jumped over the wall and took hold of me. The gamekeeper confessed that it was a new trap, and that it was his trap.

12,991. Do you remember whether the summons was under the Ground Game Act of 1880, section 6?—I do not remember.

12,992. That section says that no person shall, for the purpose of killing ground-game, employ spring traps except in rabbit holes?—I never used it.

12,993. Do you mean you never used the Act—never read the Act?—The trap.

12,994. Were you represented by a solicitor at the petty sessions?—Yes; Mr. J. T. Roberts.

12,995. It seems to have been, so far as I can make out, a summons under that section. Did you ever take advantage of the Ground Game Act. Did you use a gun?—No, never; only ferreted rabbits. I left the hares for the landlord.

Lord *Kenyon.*

12,996. Were not all the tenants on the Vaynol estate allowed to ferret rabbits before the Ground Game Act of 1880?—I do not know before what year.

12,997. Do you remember when you could not ferret rabbits?—I think I do.

12,998. When?—I cannot remember when. I know that I had permission to catch all the rabbits on the place.

12,999. Is this your handwriting. Did you sign that?—Yes, I signed this.

Chairman.

13,000. This document is put in by Mr. Vincent, accompanied with the question, "Did "you sign this document?"—Yes."

The interpreter read the following letter:—

"Parkia Rhos,
December 15th, 1886.

Sir,

We are very sorry for all the trouble and annoyance we have given you, and for the way in which we have behaved in this matter, and we beg to make a humble apology for what has taken place. We are most anxious not to be compelled to leave Parkin Rhos now, as we could not do so without sacrifice and loss in the sale of our cattle.

You have got judgment against us, but we humbly beg you will put nothing in force against us before the 12th November 1887, on which day we shall be quite ready to leave without any complaint whatever or any inconvenience to you, and pay the rent then due. If you kindly grant us this request, we promise to conduct ourselves to your entire satisfaction, and to do nothing to annoy you in any way. We undertake to adhere to the terms of our former lease of 15th March 1869, and to keep and leave the farm-buildings in good order and tenantable repair.

(Signed) THOMAS WILLIAMS.
MARGARET WILLIAMS.
ELIZABETH WILLIAMS.

To G. W. Assheton Smith, Esq."

Chairman.

13,001. Mr. Vincent asks these questions: "After signing this agreement were you not "convicted of some offence against the Game "Laws?"—Once only was I convicted.

Lord *Kenyon.*

13,002. Was that prior or subsequent to your signing this?—I cannot remember; I have said that before.

Chairman.

13,003. Were you not still permitted to finish your year?—According to the agreement I had permission to remain till the end of the year, November 1887.

13,004. Would it have been a very serious loss to you if you had been turned out at once?—That is what I thought at the time. The prices of cattle were low, and I expected things to mend and that the prices would rise.

Lord *Kenyon.*

13,005. You say the prices were equally low in November 1887?—Yes.

Chairman.

13,006. Then it would lead to a serious loss to you?—We thought that we had lost about 150*l.*

Mr. RICHARD OWEN called and examined through an interpreter.

The following statement of the witness was read by the interpreter:—

"Mr. Richard Owen, printer, Llanberis.

"The common custom on the estate of Mr. Assheton Smith is to let small holdings and farms annually, the season ending in November.

"No leases are given on this estate. I do not know if they are asked for because it is understood that there is no chance of having them.

"The small farmers, with certain exceptions, are all in straitened circumstances, unable to pay their way, and when the rent day comes the

shop-keepers of the place are obliged to suffer that month without receiving but a very small proportion of the money due to them.

No alteration is made in the rent when a quarry is opened on a farm. I have an instance of this to give, if necessary.

"Rents are fixed in all kinds of ways, as, for instance, as a lump sum, and also, in other instances, by the acre.

"There is no uniformity of rent for lands of the same nature on the same estate, nor any correspondence of rents between different estates.

"The rents of small farms are, in proportion, higher than the rents of large farms.

"When a farm becomes vacant, the rent may be fixed in more ways than one. If more than one candidate applies for the farm, generally the highest bid is accepted, if the candidate is acceptable, and the bargain is made privately

"For this reason fair rents are not fixed upon. I have an instance to give, if necessary.

"Arbitration is not resorted to for fixing or altering the rent.

"The rents have been raised generally in the course of the last 50 years, and, in certain instances they have been raised very greatly.

"Less than 50 years ago land used to be let containing pasture ground and a little meadow-land, for the sum of 3*l.* annually. There was on the land a house in which the tenants lived. The little meadow-land was of a poor description at the time, but it was improved by the tenant. A quarry was opened on the land which took away part of it, but no reduction of rent was obtained, but, in time, the rent was increased. The meadow-land was let on lease for the purposes of a quarry to be opened, when it passed to the Quarry Company, and they let what they did not want for the immediate purposes of the quarrying. The land belonged to the Trustees of the Poor of Ruthin, together with certain strips of land. The tenant took from the quarry-people additional land, and he used to pay 5*l.* a year for the whole. Then by degrees the rent was increased until it was 10*l.* Not a penny was ever received towards cultivating the land. Besides that, the pasture-land remained by itself, that is to say, not having been let to the Quarry Company, and 13*l.* 15*s.* 0*d.* used to be paid annually for it by the tenant, so the rent was increased from 3*l.* to 13*l.* 15*s.* 0*d.*, excepting that about two acres had been added to it, against which, one has to set off the fact that some of the ground had been occupied by the quarry that was opened on it. I have another instance, if necessary.

"In recent years, a reduction was made in the rents of tenants of a certain standing, namely, those who paid the rates and taxes themselves not upon a reduction but an abatement. Notice is given by the landlord of the intention to do so.

"When a change is made in the rents, that is generally done when a tenant dies or gives up his holding. There is hardly an exception that the rent is not increased for the new tenant.

"It may be said that nearly all the present holdings have been cultivated within the last 50 years.

"A great deal of stoney land and marshes could be brought under cultivation and to produce food for stock.

"No compensation is given for any improvement made on the land, but partial compensation is given for buildings, unless the tenant has been in possession of the land for 30 years after the building has been carried out, when it is considered that he has had the full benefit of the improvement.

"Nearly all the work on the small holdings is done by the husband, wife, and children, and the children never receive any wages for their work. It would be impossible for the present rents to be paid in most instances if wages had to be paid for the labour done.

"There is a great complaint amongst a great number of the farmers that there is a lack of proper roads to their homes, so that all necessaries of life become dear and difficult to procure.

"Some of the roads are unfit even as foot-paths and horse-paths, and it is out of the question to bring a cart along them; and the way in which the rents are raised when improvements are made on the land causes stoney ground and marshes to be left wholly uncultivated.

"But little common land is left unappropriated by the owners of surrounding estates. There is one instance not far from me where a notice was set up that the land was to be let, but that notice was only allowed to remain for a very short time, as it was pulled down by somebody from the neighbourhood. It is also said that a notice had been set up by the owner of another estate previously as to the same ground.

"I should suggest, in order to increase the return from land, that adequately long leases should be given, or that there should be full compensation for cultivating the land; that reasonable rents be fixed upon; and, in this neighbourhood, that the farms be made of proper size, so that all the land may be cultivated rather than that scores of acres should be left to be waste land and marshes."

Lord *Kenyon.*

13,007. What do you call a reasonable-sized farm?—A place to keep two or three cows, so that workmen can cultivate.

13,008. Would you cut up all the farms into that size?—I only speak of my neighbourhood.

13,009. With regard to the Charity for the poor of Ruthin, was the quarry opened on the charity land, and did the Charity get any benefit from the quarry?—Yes, the quarry was on the land belonging to the poor of Ruthin, but they derived no benefit from it.

13,010. The rent from the quarry did not go towards that Charity?—I have stated in my evidence that they let it on lease, or that they gave a lease.

13,011. What I want to know is, who get the benefit of the quarry?—I do not know the name of the Company.

Professor *Rhŷs.*

13,012. Are most of the tenants in the district of which you speak monoglot Welshmen?—Almost all.

Professor *Rhŷs*—continued.

13,013. And are they chiefly Nonconformists? Some are Nonconformists and some are Churchmen.

13,014. In what proportions?—It is possible that there are more Nonconformists.

Mr. *Griffiths.*

13,015. Can you give any instance where farms have been let to the highest bidder?—I cannot give the details, but I can give an instance of such a thing.

13,016. Perhaps you will do so?—I will, without mentioning the place. 50 years ago, a family went to live on a part of Mr. Assheton Smith's land. They paid 2*l.* a year for it; they built a house at their own expense on it, and they lived there in the place for 40 to 50 years. The tenant died, and the widow determined to give the place up. I ought to have said this too, that the rent had been raised at the end of of 30 years to 4*l.* When the widow gave the farm up, it was open to be let, and it was let for 13*l.*

13,017. Before it was let for 13*l.*, was there any money expended by the landlord?—I do not know of a single halfpenny beyond that the tenant had put up a hayhouse three or perhaps four years before his death, and a portion of that was had.

13,018. And that was all?—And that was all.

Mr. *Richard Jones,*

13,019. You say in your evidence that the small farmers are in straitened circumstances; do you mean to say that the small farmers are worse off than the large farmers?—There are no large farmers, unless there may be one or two. I should say that the circumstances of the smaller farmers are worse than those of the larger farmers; but there are no large farmers, you might say, in my part.

13,020. But do you regard as worse off those farmers in places which are not sufficiently large to occupy the whole time of the farmer, where he is obliged to go out as a labourer, or the farmers in those places which are sufficiently large to give them employment all the year round?—I do not know of an instance where they work the whole time on the farm.

13,021. You say there is no uniformity of rent for lands of the same nature on the same estate, nor any correspondence of rents between different estates. Are we to understand that rent on the same estate is fixed in a hap-hazard sort of fashion. Is there no recognised principle?—I say what I have said on this question, and have given an instance of the rent having been raised from 3*l.* to 13*l.*, and other places of the same size have been let at much less.

13,022. Do you know of any valuations which have been made on these estates which you have been speaking of?—I do not know.

Mr. *Grove.*

13,023. When that quarry was opened, which you have alluded to, what quantity of land was taken?—A portion of land was taken right through the middle of the field, from 10 to 12 yards broad.

13,024. That was the breadth of it; what was the length of the field?—Indeed I cannot say; I did not measure it, beyond that they had made a road from the quarry along another piece of the land.

13,025. Was any tramroad made?—It was a tramroad.

13,026. Was the tramroad fenced?—No.

13,027. Do you think many grievances exist between landlords and tenants in your experience?—There is great complaint that they are unable to live on their holdings.

13,028. Did you hear the evidence of Mr. Edward Humphreys yesterday?—Yes. See 12,601–12,621.

13,029. Generally speaking, do you agree with it?—With regard to what particular?

13,030. Why the point specially brought out that there were no grievances existing; but that "agitators" and "irritators" were trying to create those grievances?—All that I can say with regard to that part of the evidence is, that there is not a syllable of truth in it. I have been present in every political meeting for the last 15 or 20 years among the Liberals, and no word was ever mentioned to create mischief between landlord and tenant.

13,031. Are you in favour of a Land Court?—I think that we must have something of that sort.

13,032. Would it, in your opinion, be desirable that the landlord and tenant should try first of all to settle terms between each other, and then go to a Land Court, if necessary, as a Court of Arbitration?—There is no doubt that it would be more peaceful—more quiet.

Professor *Rhŷs.*

13,033. We were told yesterday by Mr. Humphreys that there were a class of people, whom he called "agitators" and "irritators," who held private meetings and created mischief between landlords and their tenants, at least I understood it to be so?—There is no syllable of truth in it.

13,034. Do you know of any people of that sort who are paid to hold private meetings to create this kind of mischief?—Nothing of the sort.

13,035. He must have been alluding to something. What class of people did he refer to?—Well, to take into consideration his general character with regard to these matters, it originated in his own mind entirely. I can certify it—that there is neither a fund nor club to pay anyone for what he says.

13,036. But do you know whether there are emissaries from somewhere else paid by some society away from your neighbourhood to come there and hold these private meetings?—No, indeed I do not know.

13,037. And would you be likely to know if that sort of thing went on?—Yes.

Professor *Rhŷs*—continued.

13,038. You usually attend all kinds of political meetings, and meetings connected with the social state of the people about you; is that so?—Yes.

13,039. We have heard sometimes about intimidation of witnesses, or supposed intimidation of farmers by landlords; we have also heard of intimidation of the farmers by the ministers and deacons of their own chapels. Do you know anything of that; is there any truth in that?—No, indeed I do not. I did not know that they had the power to do so either.

13,040, May I ask you if you are a Nonconformist?—Yes.

13,041. You know how things are managed at your chapel—in your society, I have no doubt, do you?—Yes.

13,042. Would you say that the ministers were driven by the congregation, or the congregation by the ministers, which is the more likely?—I am afraid that the congregation governs the ministers.

13,043. You know, as a matter of fact, outsiders generally suppose that the Welsh people are driven by the ministers; is that true?—No.

13,044. Is it not the fact that if the ministers will not lead or appear to lead, they are left behind?—Left behind in what sense?

13,045. That the congregations—the people—will go on past them; they will leave them behind, and not take them into consideration?—Yes.

13,046. That is so, is it not?—Yes.

Sir *John Llewelyn.*

13,047. Do you occupy any land?—No.

13,048. Did you ever?—No.

13,049. Does the land near the quarries command a higher price?—I speak of that land.

13,050. Does it command a higher price because it is near the quarry?—It is very possible that it is so.

13,051. Some of it would be accommodation land?—Yes. They work in the quarry—almost all.

13,052. I understand you to advocate more subdivision of the farms?—Not generally, but in my district.

13,053. That is what I understood. Would that entail more buildings?—Yes.

13,054. Who would provide the money for those buildings?—I should say that the tenants would do their part. The rule is, that the tenant should do so, but he gets some things towards the building. I do not know whether he gets lime or timber or something of that kind. Then the place is valued for 30 years, that is, he is allowed to live there for that time.

13,055. Do you mean to say that there is 30 years of compensation?—No.

13,056. What was it you said before?—I do not know.

13,057. I will ask the question again. Who was to provide the money for more buildings?—The tenant who takes the place.

Sir *John Llewelyn*—continued.

13,058. Without a lease?—Without a lease, but an understanding that he is allowed to live there for 30 years, and if he leaves before the end of the 30 years, he will get a portion according to so much a year until the 30 years are up, and then he gets nothing.

13,059. I take it that your opinion is, that that is insufficient?—Yes.

13,060. Can you get better terms under the Agricultural Holdings Act?—I do not know.

13,061. Do you get that in writing?—What?

13,062. The understanding?—As far as I know, yes. I do not know for certain.

13,063. Supposing there was a compulsory clause in the Small Holdings Act, would that meet your difficulty?—A compulsory clause for what?

13,064. A compulsory clause in the Small Holdings Act for obtaining land by the County Councils for small holdings?—I think it would be a great reform.

13,065. Now I will go to the question of common land. Who appropriated the common land you spoke of?—I do not know personally, only from what I have heard. The last information was by Mr. Assheton Smith—I mean that notice.

13,066. When?—It is very often now.

13,067. Are you speaking accurately in calling it common land, or is it private land?—The people in the neighbourhood say it is a common and they take the notice down.

13,068. Is there a dispute as to ownership then?—I cannot say, beyond that I have heard also that the notice was put up by the Llwynbrain estate.

13,069. I understand you to say, then, that there is a question as to ownership?—That is the conclusion I come to.

Chairman.

13,070. There are some questions I have to put to you. First of all those by Mr. Vincent: "Has not the district about which you give "evidence been opened up by railways within "the last 50 years"?—A railway has been made.

13,071. "With regard to reclaimable land, do "you say that there is much land which might "be reclaimed at a profit, that is to say, so as "to return a fair interest on the expenditure of "capital?"—Yes.

13,072. "If so, where is the land?"—I know of a farm where there is a marshy place. That is let for 5*s.* an acre. The tenant some time ago improved about two acres of it, and the rent was raised from 5*s.* to 1*l.* an acre, so the rest was left without anything being done to it.

Lord *Kenyon.*

13,073. Where is that farm?—I should prefer not to mention the farm, for the sake of the tenant, that is all.

13,074. Then questions by Mr. Thomas Thomas: "Can you say to whom, the rent of 13*l.* "for Ty Du is paid now. Is it to the quarry "proprietors or to the Ruthin Charity?"—10*l.* of it is paid to the quarry proprietors, and the remaining 3*l.* 15*s.* is paid to the Ruthin Charity.

Lord *Kenyon*—continued.

More than that too, as Mr. Thomas has asked the question: that land had a house the land for which they paid 3*l.* 15*s.* for. The house became thoroughly uninhabitable, and by to-day it is in ruins; yet the same rent is paid. They asked for a lease of the place, and it was positively refused, although the family had lived there for 60 years.

13,075. Can you say how many applied for Tyucha'rffordd, when it was let to John Roberts for 14*l.* ?—No, I cannot say.

13,076. What was the highest rent that was offered for the small farm ?—I do not know.

13,077. Then there is another question by Mr. Vincent: "Did you mention a farm on the "Vaynol estate of which the rent was originally "about 2*l.*, on which the landlord had spent "nothing, and of which the rent had been "raised?"—Yes.

13,078. What was or is the name?—Tyucha'rffordd.

13,079. Did you go to Mr. Farren's quarries and urge the men to disagree with their masters upon their leases, and to form a union?—I do not not know anything about his people, or about Mr. Farren, nor do I know where his quarry is.

13,080. Then you never went there?—I never went there, nor to any other place for such a purpose.

The witness withdrew.

Mr. Thomas Edwards called, examined through an Interpreter.

Chairman.

See 21,294–21,386.

13081. Who is your landlord?—The late Sir Love Jones Parry; it is the Madryn estate.

The following statement of the witness was read by the interpreter:—

"Gwynfaes, Llanllyfni,

"Tenant, Mr. Thomas Edwards.

"About 40 years ago the tenant was William Owen. Rent 45*l.* He became very poor and his son followed him, who was a quarry agent; he died very poor. Richard Owen was obliged to build a house, or lose his farm, which house cost him about 250*l.*, with lease 60 years. He built a stable and cowhouse without any lease, which cost him 70*l.* I followed him and paid 460*l.* for the lease and buildings erected by him. I spent from 150*l.* to 200*l.* in buildings, walls, drains, and other improvements. I lived there for 9 years, when the farm was sold by auction for 1,700*l.* I did not get a penny for improvements. The land, about a quarter of an acre, was under the house which was bought for 35*l.* in the sale by me. The house does not suit the place without the farm. Present rent of farm 70*l.* without house. 6 or 7 years ago, I claimed 800*l.* compensation from the landlord Sir Love Jones Parry, and the reply I had from his agent was, that he could only grant me 50*l.*, which promise he afterward denied. I intended to buy my farm at the auction, and informed Mr. Williams late of Glanbeuno that I intended to buy, and I had spent 80*l.* on the property. However, Mr. Williams outbid me at the sale, and gave me notice on the first opportunity."

Sir *John Llewelyn.*

13,082. What was the date of the sale?—I do not remember the date—about six or seven years ago.

13,083. What is the 800*l.* claimed for?—For the house and the stable, and the cowhouse, and the buildings on the estate, and improvements on the land as well. I bought the house which had been made by the previous tenant. This is the agreement showing the amount of money I paid (*producing agreement*).

Sir *John Llewelyn*—continued.

13,084. How much of the 800*l.* would be for general improvements under the First Schedule of the Act, and how much for buildings?—About 300*l.* spent on the buildings which are in my possession now, that is the house.

13,085. And how much for the general improvements upon the land?—I paid 70*l.* for the cowhouse and the buildings, which were without a lease in the middle of the farm, which go with the farm in the possession of Mr. Williams, and I built a hayhouse there, under the same roof, which cost 40*l.*

13,086. When did you build that?—I do not remember. Perhaps I built it four years, or perhaps three years before the sale. I cannot say for certain.

13,087. Did you get the consent of the landlord for the building?—The steward told me, when I came to an agreement with the tenant, who was there before me: "There it is to you, like a freehold property." So I did not fear spending the money on the land, and on the buildings.

13,088. Then you got nothing in writing to to show that?—No.

The interpreter read the agreement as follows:

"An agreement made between Richard Owen, of the Penybryn Farm, farmer in the parish of Llandwrog, in the county of Carnarvon on the one part, and Thomas Edwards, merchant, Redyw House, in the parish of Llanllyfni, in the county of Carnarvon, on the other part. I the aforesaid Richard Owen, Penybryn Farm, farmer, in the parish of Llandwrog, in the county of Carnarvon, do sell to the aforesaid Thomas Edwards, merchant, Redyw House, in the parish of Llanllyfni, in the county of Carnarvon, and that the said Thomas Edwards, merchant, in the parish of Llanllyfni, in the county of Carnarvon, do purchase of the aforesaid Richard Owen, of the Penybryn Farm, farmer, in the

Sir *John Llewelyn*—continued.

parish of Llandwrog, in the county of Carnarvon, the lease of a house and land, being part and parcel of the farm called Gwynfaes, in the parish of Llanllyfni, in the county of Carnarvon, also the taking of the aforesaid farm, Gwynfaes, in the parish of Llanllyfni, in the county of Carnarvon, and the cowhouse built by the aforesaid Richard Owen, of the Penybryn Farm, farmer, in the parish of Llandwrog, in the county of Carnarvon, upon the said farm Gwynfaes, with all other effects, their cows, fowls, the remainder of the oat stack, the oats massed in the granary, one ton of guano, one churn, and other sundry things belongs to the dairy, &c., also an iron gate on the road leading to the farm, together with the building stones, and the use of the servants and horses to finish the cultivating of the land for the present season, free from all rents and taxes, &c., to the 13th of May next ensuing. I the aforesaid Richard Owen, of the Penybryn Farm, farmer, in the parish of Llandwrog, in the county of Carnarvon, do deliver and give up possession of the aforesaid leased house and land, also the taking of the farm and all other effects as aforesaid described in this agreement, to the aforesaid Thomas Edwards, merchant, Redyw House, in the parish of Llanllyfni, in the county of Carnarvon, on the 18th day of April, 1877, and on and after the above date the aforesaid Thomas Edwards is to receive all the benefits derived from the aforesaid leased house and land, together with the benefit derived from the aforesaid Gwynfaes Farm, and effects as aforesaid described.

"The aforesaid Thomas Edwards, merchant, is to pay the aforesaid Richard Owen farmer, the sum of 460*l.* (Four hundred and sixty pounds) for all the effects as aforesaid described, and off the aforesaid amount of 460*l.* (Four hundred and sixty pounds) the sum of 120*l.* is given on mortgage on the aforesaid house and land, leaving a balance of 340*l.* to be paid and completed on the 20th day of August next ensuing, on which date the deeds, &c. are to be signed and completely delivered by the aforesaid Richard Owen, farmer, to the aforesaid Thomas Edwards, merchant. As witness to our hands this eighteenth day of April, One thousand eight hundred and twenty-seven.

RICHARD OWEN.
THOMAS EDWARDS.

Witness—
William Davies."

"Carnarvon.

Received the sum of sixpence for stamp duty on this agreement, this 21st day of April 1877.

For D. LAWTON, Esq.,
Bangor,
J. C. ROWLAND,
Sub. Dis."

Sir *John Llewelyn*—continued.

"9th June, 1877.

Memorandum that Mr. Thomas Edwards has paid the amounts specified below amounting to 293*l.*, leaving a balance of 167*l.* still due, for which amount the said Thomas Edwards has given you his note of hand.

Amount payable under agreement		460*l.*
Amount due on mortgage (discharged)	100*l.*	
Amount of promissory note already given	20*l.*	
½ year's rent due 13 May last, from Richard Owen, to be paid by Mr. Edwards	23*l.*	
Amount paid this date in cash	100*l.*	
Amount previously paid in cash	50*l.*	293*l.*
		167*l.*

RICHARD OWEN."

13,089. That is a sale of a lease?—No; it is not an agreement for the sale of the lease—it is an agreement for the sale of the lease and of the farm, and the taking of the farm together.

13,090. It describes itself as the sale of a lease?—But the taking of the farm is there too at the same time.

13,091. When did that lease terminate, if there was a lease at all?—It is not terminated yet. I bought the place freehold at the auction, the part which is under the lease.

13,092. The part which was under the lease you bought at the auction; is that so?—Yes; and containing the house on the ground as well.

13,093. Any land with the house?—Yes; less than a quarter of an acre.

13,094. Then if you bought the house at the auction, you bought the reversion only; you were already the owner of the lease?—Of course, yes; but I would not have bought the lease only that I had the taking of the farm. My house now is not half its value for any business that may be connected with it, except for the taking of the farm.

13,095. Then the land was sold separately, and not bought for yourself?—Yes; I had no chance to buy it.

13,096. You had a chance to do so: did you not tell us that you were a bidder?—Yes, I bid more than the farm was worth, in my opinion but another one outbid me.

13,097. Do you know what is the rent now paid for the rest of the land?—70*l.*

13,098. What was it before the sale?—45*l.*

13,099. And the price paid for it was 1,700*l.*?—Yes.

13,100. Has that land any house attached to it except your own?—No.

13,101. You still claim compensation for buildings that you made?—Yes; if it is any good my doing so.

13,102. When you claimed 800*l.* compensation, and the agent offered you 50*l.*, did you get that in writing?—No.

Mr. *Grove.*

13,103. Why. Did you ask for it in writing?—Yes, I asked him two or three times. I asked the first time when he and the auctioneer were round looking after the farm, and he told me I should have something for my expenses. He did not say then how much I should have. On the morning of the sale at Pwelheli, it was about ten minutes or a quarter of an hour when I saw him; it was at that time when he said I should have 50*l.*, and there was no time to write anything. My house was the first to be put up for sale.

13,104. Did you ask him for that offer in writing?—Yes, many, many times, and I paid 15*l.* and 3*l.*—18*l.* instead of 35*l.* as a deposit. It was only six weeks since that I completed the purchase.

13,105. When Mr. Williams (I think it was Mr. Williams) outbid you at the sale, what price did Mr. Williams pay for the property?—Pay for the farm.

13,106. Yes?—1,700*l.*

13,107. That was after you had been there nine years?—Yes, about nine years.

Mr. *Seebohm.*

13,108. Your farm is on the Madryn estate I think?—Yes, it was, when it was my farm.

13,109. Was it under a Receiver of the Court of Chancery?—No, not at that time.

Mr. *Brynmor Jones.*

13,110. I understand that the 150*l.* to 200*l.* that you spent in buildings, or drainage, and improvements, were spent not on the house and the small bit of land under lease but on the farm?—Yes.

13,111. And of the farm you were only a tenant from year to year, I understand?—That is so. You can see from these receipts (*producing same*).

13,112. Then the compensation you ask for from Sir Love Jones Parry was in respect of the money you expended on the farm?—Yes, partly.

13,113. What was the other compensation that you claimed; that was not in respect of improvements on the farm, was it?—The house that I have.

13,114. Yes; but then you were assignee of the lease of the house for the term of 60 years; and you bought the reversion, as I understand it, for 35*l.*?—Yes, I owned the house and lease; but I never would have given a halfpenny for the house on lease had it not been for the farm. When they were selling at the auction the house and the little bit under it was the first. I bought that. I bought that thinking that I would be able to buy the farm after it.

13,115. And you found yourself outbid by Mr. Williams?—Yes.

13,116. What was the purchase-money offered by Mr. Williams, and how many years' purchase did that represent?—It was 1,700*l.* given for it, and it was 45*l.* rent.

Lord *Kenyon.*

13,117. You are still tenant there at that rent?—No, I am not. I had a notice to leave the first opportunity Mr. Williams had.

Mr. *Brynmor Jones.*

13,118. You now find yourself saddled with a house that is no particular good to you?—Yes, it is not convenient for me. I had informed Mr. Williams of my connexion with the farm through a respectable man from the town of Carnarvon. So the law is such now that it has allowed Mr. Williams and Sir Love Jones Parry to take from my pocket in effect 800*l.*

Lord *Kenyon.*

13,119. Who is Mr. Williams; where does he live?—Mr. J. A. A. Williams, late of Glanbeuno. I do not know what the name of his place now is; it is somewhere in the neighbourhood of Beddgelert—Cwmstrallyn.

Sir *John Llewelyn.*

13,120. You considered you paid too much?—For the rent?

13,121. Yes?—Yes, it is too high; no one could pay it.

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21,3

The witness withdrew.

Adjourned for a short time.

On resuming after the adjournment, the Chairman read the following telegram from Lord Penrhyn to Colonel West, who handed it to the Chairman for publication:—

"Statements having been made before Commission that tenants dare not give evidence for fear of their landlords, I cannot credit those statements, and as chairman of North Wales Property Defence Association express hope that tenants will not under any circumstances be deterred from giving evidence if they wish to do so.

"PENRHYN,
Penrhyn Castle."

A similar announcement was also made in Welsh.

Mr. BRYN ROBERTS, M.P., called and examined.

See 13,374–13,381.

13,122. *Witness.*—I have been asked, my Lords and gentlemen, to appear before you to give evidence with respect to the appropriation of certain commons in the parish of Llanddeinolen, which have been appropriated to the Vaynol Estate. I have been asked to give evidence, because when I practised as a solicitor in this country some years ago, I was engaged in litigation with reference to one of these commons, and it was in the course of that proceeding that I became acquainted with the facts which I am about to narrate to the Commission.

In the year 1814 an enclosure award was made, in pursuance of certain Acts of Parliament, of 3,346 acres and 39 perches. The award was made in that year; of course, the enclosure

would take place subsequently, pursuant to the award. The award was filed in the clerk of the peace's office in this county, and what I am reading from is a copy of extracts from that award that was supplied to me at the time of the litigation to which I refer. The Commissioner, who is making the award, recites, referring to the Act under which he proceeded, that it was enacted "That it should and might be lawful for "the Commissioner to set out parts of the "commons as he should think sufficient for the "purpose of common, of pasture, and turbary "for the use of the inhabitants of the said "parish," that is Llanddeinolen. Then he recites, that in pursuance of the Act, he has set out and allotted, "Certain portions of the "common and waste land as and for public "turbaries for the use of the parish." The turbaries that he set out are one lot, which is referred to in the plan attached to the award marked with the letter D, and No. 1 on the plan marked C, and is known as Fownog-y-go, containing in statute measure, 66 acres and 38 poles.

Chairman.

13,122*a*. Have you got the plan?—Yes, I have; that is a copy of it.

13,123. Have you got the award as well?—I have the copy that I am reading from.

13,124. Then we have all we want. That is the plan [*handing in same*].

Lord *Kenyon.*

13,125. This is a certified copy. You certify this?—I can only say that I got it as a copy from the office of the clerk of the peace, and it is no doubt correct. Then there was one other lot which he likewise apportioned, marked with the letter D. That lot is not on that plan, because the litigation to which I refer had reference only to the one I have mentioned.

Chairman.

13,126. To D. No. 1?—Yes; therefore I only went to the expense of getting a copy of it so far as it is referred to that lot, but inasmuch as I am dealing with the award now, I am putting the whole award in, so far as it affects the three commons. The other allotment was marked with the letter D, and No. 2 on the plan marked C.

13,127. Whereabouts is that?—I can tell you, my Lord, from my own knowledge of the place, but it is not marked on the plan.

13,128. Then it does not matter?—It contained in statute measure 21 acres, 3 roods, and 6 poles.

Lord *Kenyon.*

13,129. Has this got a name?—There is no name given it in the award, but it is known in the neighbourhood as Lletty Llwyd; if I remember right, that is the name. It is part of the farm called Garnedd. Then the third allotment is marked with the letter D, and No. 3 on the plan marked A, containing in statute measure 1 acre 3 roods, and 5 poles. Dealing, first of all, with the 21 acres of Lletty Llwyd, that has been appropriated about 35 years ago at least by the Vaynol estate.

Chairman.

13,130. How long ago?—It must have been more than 35 years ago, because it was done in the lifetime of Mr. Griffith Ellis, a former agent of the Dinorwic Quarry, and he died, I am told, about 35 years ago.

13,131. Then we understand you that 21 acres were appropriated by one estate?—Yes, the second allotment that I referred to; that is the one that was appropriated, and has ever since been part of the Garnedd Farm, a farm belonging to the Vaynol Estate, and has ever since been cropped regularly by the tenant, like the other fields belonging to the farm. Then to clear off the other allotments of common,—the 1 acre, 3 roods, and 5 poles has been appropriated by somebody who cannot be discovered, because the land itself cannot be discovered now. Nobody knows where that acre is. The remaining allotment, called Fownog-y-go ——

Chairman.

13,132. That is the 66 acres?—That is the 66 acres; was open to the public, and used as a common of pasture and turbary until the year 1879 or 1880. I think it would be probably somewhere at the beginning of 1880. At that time Mr. Assheton Smith, by his agents, gave notice to the residents in that neighbourhood that they were not to send their cattle on to that land. There was one small tenement, occupied by a widow named Ann Roberts, belonging to the Vaynol Estate, situate close by this common. She had a grown-up son with her, assisting her to farm. Possibly he may have had some other occupation in the quarry as well. I am not quite sure of that. They resisted the order that had been issued from the Vaynol Estate, on the ground of public right. An action for trespass was accordingly brought by Mr. Assheton Smith in the county court against the tenant for sending her cattle to this common. The tenant's son and daughter went to the county court and disputed the right of Mr. Assheton Smith to the land.

Lord *Kenyon.*

13,133. What was the date of the action?—It would be either in 1879 or 1880. This was before I came into it, and therefore I do not know exactly the date of this. Thereupon the county court judge called upon the solicitor of the estate to prove their title; and inasmuch as it was an action of trespass they had to prove their title if the right was denied. He said

Lord *Kenyon*—continued.

that the objection had taken him by surprise and asked for an adjournment, as he was not prepared. An adjournment was granted, and thereupon the tenants came to me and asked me to appear for them at the adjourned court. I arranged to do so. Before that court sat—to the best of my recollection, it was before; it must have been—Mr. Assheton Smith abandoned the action, and took another course. A notice to quit was served npon the tenant in respect of the holding.

Chairman.

13,134. On the widow?—On the widow, in respect of the small tenement called Trosgol.

Mr. *Grove.*

13,135. The same cottage?—The same tenement; it was not a cottage, it was a small tenement; I believe they had seven or eight cows; at least, that is my impression; it was a fair number of acres.

13,136. Notice to quit was served on the widow?—Notice to quit was served on the widow. She still maintained her ground and insisted upon her right to send her cattle to the moor. After the expiration of the notice to quit they took proceedings before magistrates to recover possession of Trosgol. They failed, owing to a defect in the service of the notice. They afterwards took proceedings, I think it was in the County Court—I am not quite sure—yes, it was in the County Court. The tenant of course, instructed me to defend to the utmost possible extent the proceedings that were taken against her, because no ground whatsoever was alleged for ejecting her, except the fact that she maintained this public right.

Lord *Kenyon.*

13,137. At what date was that action?—This would be about the same time, in one of those two years.

13,138. 1879 or 1880?—1879 or 1880. We held them at bay for a considerable time by taking every possible technical objection I could invent. I did it so intentionally, because I thought it was a very gross case, and that I was morally entitled to defend these people to the very uttermost. Then afterwards Mr. Assheton Smith took a different course. In August 1880——

Chairman.

13,139. The widow was still in her house all this time?—She was there all this time—in her little farm, Trosgol. In August 1880 there suddenly appeared in the "Standard" Newspaper one morning an account of an application made on behalf of Mr. Assheton Smith for an exparte injunction against a number of persons living in that neighbourhood, among whom was Mr. Roberts, asking for an injunction to prevent them from——

13,140. Of whom was the injunction asked?—On behalf of Mr. Assheton Smith.

Chairman—continued.

13,141. But to what Court did Mr. Assheton Smith apply for this injunction?—To the Chancery Division of the High Court.

13,142. An exparte injunction was applied for by Mr. Assheton Smith?—An ex parte application was made for an injunction by Mr. Assheton Smith to restrain the defendants.

13,143. To restrain several persons?—Several persons, nine or ten altogether, from sending their cattle to this common. The ground upon which it was asked was this, that they were interfering with the grouse. The application was made either on or after the 5th day of August, because the writ in the action was issued on that day, and it was urged as a reason for the immediate granting of an injunction exparte, without notice, that it was important to stop the trespassing before the 12th, when grouse shooting commenced. According to the report that was given in the "Standard," the judge asked how long these cattle had been in the habit of trespassing, or had been sent on the moor. The answer was, "For several months." Thereupon the judge said that they ought to have come sooner and given notice to the other side, inasmuch as they had plenty of time, instead of asking for an ex parte injunction without notice, and he declined to give it. The writ was then served upon the parties, and they instructed me to appear for them. I did so, and Mr. Assheton Smith went on with the action and delivered a statement of claim which I have here. He claimed, as Lord of the Manor of Dinorwic, an injunction to restrain the defendants from sending their cattle or sheep on the turbary. (*Witness handed in copy of the statement of claim.*)

All these people were comparatively poor people, villagers in the village of Llandinorwic and they determined to fight and continue fighting for some time, until the beginning of the following year, when they came to the conclusion that it was hopeless with their means to fight against Mr. Assheton Smith, with his means.

13,144. They were all poor people and they determined it was no use to fight Mr. Assheton Smith. Is that it?—Yes, and then they abandoned any further defence. Since then this moor has been in the exclusive possession of Mr. Assheton Smith.

13,145. But was the legal permission granted then? Did anything come of this application of Mr. Assheton Smith?—Oh yes; judgment went as a matter of course.

13,146. He got judgment?—They got leave to withdraw their appearance; then of course he got judgment by default.

13,147. He got judgment by default and then he claimed the land and has had it ever since?—Yes, noboby has ever ventured to send any cattle there ever since.

13,148. Has he ever interfered with the turbary?—I am not aware.

Mr. *Brynmor Jones.*

13,149. All that is alleged in the statement of claim is that he is in possession of the moors,

Mr. *Brynmor Jones*—continued.

lands, and closes, surrounding the common of turbary?—Yes.

13,150. And the point seems to be that he denies there is any common of pasture?—Yes, that is so.

13,151. Was there a good defence to the action, in your opinion?—Oh, complete, in my opinion. I have no hesitation about it.

Mr. *Seebohm.*

13,152. Did the award, in setting apart the 66 acres for the turbary, prevent the right of pasture as well?—Oh, no.

13,153. Was it exclusive?—No, it does not exclude that. I will deal with the question of right at once. At first, when Mr. Assheton Smith first raised the question, it was the tenant's daughter that discovered this award; it was known in the neighbourhood, or at least believed, that there was a public right to this land, and it was the tenant's daughter that found this award in the office of the clerk of the peace, and discovered these very portions from which I have read; and then after that Mr. Assheton Smith did not claim the right to exclude them from taking turf—from taking peat; that was after that defence was taken; but the award awards other allotments amounting to about 70 acres of this common to Mr. Assheton Smith, that is, Mr. Assheton Smith of that day, expressly on account of his manorial rights; and that is stated to be equivalent to one-fifteenth of the total common.

Mr. *Brynmor Jones*

13,154. What you say is that the award as to this 66 acres does not deny the right of any person who theretofore had possessed or who might have acquired a right of common of pasture?—Quite so. Then of course his contention would be this: "My rights as Lord of the Manor are left untouched." I grant that. So are the rights of the commoners therefore also left untouched, and they had the right to go there as well. In fact the award commences with a recital which I read of the Act, under which the award is made, and it says this: "And it is "thereby further enacted that it should and "might be lawful to, and for the said Commis- "sioners to set out and allot such part or "parts of the commons and waste lands as he "should think sufficient for the purpose of "common, of pasture, and turbary, for the use "of the inhabitants of the said parish, as in and "by the said several in parts recited Acts, "reference being thereunto respectively had "may more fully and at large appear."

13,155. Would you read that part of the award relating to 66 acres?—Yes; "and I do "hereby set out and allot the three next several "pieces or parcels of land, part of the said "common and waste lands, as and for public "turbaries for the use of the inhabitants of the "said parish, according to the directions of the "said in part recited amended Act, (that is to "say)"—then it describes the three lots.

13,156. Then the very words that are used there recognise the character of this land as

Mr. *Brynmor Jones*—continued.

common or waste of the manor?—Undoubtedly, in my view. In my view all that that award does is this: It gives a right of common of turbary, even if it did not before exist, because it expressly allots that.

13,157. It was waste of the manor before, and then it leaves it waste of the manor?—It remains waste of the manor afterwards, exactly in the same terms. The only question that could arise on the matter would be whether the Lord of the Manor's rights had not been excluded by virtue of an express allotment of other parts of the common to him in lieu of his rights, but that would be an additional ground in our favour and one on which it would not be necessary for us to rely upon. At this time the judgment in ejectment had also become due against this Mrs. Roberts in respect of her yearly tenancy of Trosgol, and she was on the point of being evicted. Probably that is the explanation of the collapse of the defence, because she came then to the conclusion that she had better not fight any more against Mr. Assheton Smith. She completely surrendered—took his terms with respect to everything; and I learned afterwards that the son who had fought so very determinedly carried his surrender so far as to become a Churchman and a Conservative; and they remained afterwards in possession of the farm. That is all, I think, I have to say as to that. I ought perhaps to mention this with respect to Llettyllwyd. That was got possession of without any difficulty at all, because a large number of people who used to use it as a common were Mr. Assheton Smith's tenants, and of course knew perfectly well the futility of fighting against the landlord, but Mr. Rice William Thomas, of Coed Helen, has also property and tenants in the neighbourhood, and some difficulty—of course I cannot give you this from my own information but from information I learnt at that time, on making inquiries into what took place 35 or 40 years ago—some difficulty was had in frightening these people from using their rights. However, most of them (there were only three or four of them) were either working in Mr. Assheton Smith's slate quarry or they had sons, brothers, or other relatives doing so, and pressure was placed upon them by the then agent of the quarry, and they desisted. Mr. Griffiths Ellis, the agent, who then was living, died more than 35 years ago, and that allotment of 21a. 3r. 6p. called Llettyllwyd has been in the complete and exclusive possession of the tenant of Garnedd as part of the farm and used for growing hay crops, and I am told that potatoes and corn have been grown on patches of it. Anyhow the public have never had any access to it since the time I have mentioned. I draw the attention of the Commission to this case chiefly for this reason—as indicating the necessity for tenants to have security of tenure and protection against capricious eviction. Had a Land Bill or any Bill giving that security been in existence, none of these commons would have been lost to the public.

Complaints have also been made with respect to the Vaynol estate in the parish of Lland-

Mr. *Brynmor Jones*—continued.

deiniolen as to hardship which has been felt by a large number of working men who have enclosed pieces of waste from the mountain and other similar places in past times. They have built their homesteads with their own money and dug and reclaimed the land. Most of them, if not all, were workmen in Mr. Assheton Smith's quarries. The former owners of the estate always recognised a custom which, as far as I can judge what the Ulster custom was, was something very analogous to the Ulster custom. They permitted the men who had built these homesteads and reclaimed them to dispose of them to other incoming tenants and get large sums, equivalent to the value of the improvement in the shape of goodwill from the incoming tenants. That was recognised on the estate until somewhere about the seventies—1874 I think would be the date, of course it might be a little before or after that. From that time forward that custom which had always obtained in that part of the parish was put an end to. The tenants were all put under the agreements which Mr. Assheton Smith has with his tenants, by which permanent improvements such as buildings and so on are taken to be exhausted at the end of 30 years. There was also a farm, called Fachwen, cut up in or about the year 1842 by the then Mr. Assheton Smith. It was divided into about 30 holdings, and distributed among quarrymen almost if not all—probably all. The estate undertook the expense of building the boundary walls between these portions of land. The occupiers did everything else; they built the houses in which they lived, they built all the outbuildings, and dug and reclaimed the land. I believe about 10 or 12 of the holdings out of the 30 were reclaimed land; but the rest were waste. This same custom prevailed with respect to these holdings also, the same as those holdings that have been enclosed from mountain lands.

Lord *Kenyon.*

13,158. What was the date of that subdivision?—It would be somewhere about the year 1842—about 50 years ago, I should say.

Mr. *Seebohm.*

13,159. You mean the custom as applied to the new holding?—Yes. These men had all built their homesteads and cleared the rough ground, and so on, and even when a tenant wished to leave or died, he or his personal representative was allowed to sell the tenancy, and a large sum of money would be given on account of the improvement that had been made, because the former Mr. Assheton Smith did not raise the rent on account of the improvements, but the rent was continued as it would have been had the land not been improved and built upon by the tenant. Therefore there was a very considerable value in the goodwill. Great complaints, of course, were made at the time that that custom was abolished or not adhered to. Homestead buildings had been built;

Mr. *Seebohm*—continued.

many of the men had built them themselves, and others had paid to their predecessors on coming to the tenancies, and they considered that 30 years was a most unreasonably short term for buildings of that kind to be considered an exhausted improvement.

13,160. So that in 1874 the same custom was applied as to the squatters?—Yes. There is a reference which corroborates the view I have taken of this practice that I have mentioned in the life of the late Mr. Assheton Smith, who was the previous owner, the immediate predecessor of the present Mr. Assheton Smith, except for the interposition of, I think, about a twelvemonth in which the widow of the late Mr. Assheton Smith owned the estate; she only lived about a year after; the late Mr. Assheton Smith, if I remember right, died about the year 1857 or 1858. He was the well-known sportsman and hunting man. His life was published with the consent, and I believe, at the request of his family, who supplied the materials, no doubt. That life contains a description of the excellent way in which things were carried on on his Welsh estates. It describes this custom that he had permitted by which large portions of land had been reclaimed from waste, and dug and recovered by the tenant. It goes on in these words (this is at page 76 of the third edition) "In this way nearly 2,000 acres of "land are now under cultivation which for-"merly were covered with furze and heather. "The occupiers are allowed to sell their estate "to their fellow labourers. Some few have "availed themselves of this permission, but for "the most part they remain on their little "farms after ceasing to work" (that means, no doubt to work in the quarry), "and enjoy in "their old age a comfortable retirement."

Great complaint has also been felt—and that is in recent times—with respect to a preference which has been universally believed by the Nonconformists in that neighbourhood to have been given to Churchmen and Conservatives in the case of applications for vacant houses and tenements. I do not think there ever has been any complaint of any Nonconformists being evicted on account of their non-conformity, nor has there been usually, as far as I am aware, (and I do not think there has been at all) any complaint of, say, a Nonconformist's son, living at home with his father, assisting him, not being allowed to succeed his Nonconformist father. But complaints have arisen in cases where they say the houses or the tenements naturally become vacant by the death of tenants who had no wives or sons living at home, and therefore the estate authorities had to seek for tenants from among strangers. Chiefly, since the year 1880, principally after the election of that year, the feeling has been universal in that district that it was hopeless for a Nonconformist to apply for a tenement or a house on the Vaynol estate if there was a Churchman competing.

Lord *Kenyon.*

13,161. What is the district?—The district near the quarries. This, of course, naturally had

Lord *Kenyon*—continued.

its effect to some extent, not very large, but still to an appreciable extent, on the chapels. Weak people—people of slight principle were disposed to leave the chapel in the hope that when any chance of advancement came they would have a better opportunity of securing that advancement. The complaint became so general and so serious that some years ago—I cannot give you the exact date, because I am speaking roughly from memory, but I should say it was about three years ago or possibly more, the monthly meeting of the Calvinistic Methodists held in Dinorwic chapel took note of it. Perhaps I ought to mention that the monthly meeting is the county governing body of the Calvinistic Methodists, which is the largest denomination in this part of the country—I mean in the quarry districts. It is a perambulatory assembly; it meets every month in different chapels, and goes the circuit of the whole district once in about three years. When it visits a particular chapel it is the universal custom always to inquire as to the success or otherwise of the cause in that particular chapel. At a monthly meeting held at Dinorwic chapel at the time that I refer to, public protest and complaint was made as to the disability which the Calvinistic Methodists there strongly believed that they suffered under, in connexion with this matter. That protest and complaint was published in the papers; and inquiries that I have made among members of the denomination, to which I myself belong, result in information that there is no complaint felt now.

13,162. That you say was since 1883—about three years ago?—About three years ago, as far as I can judge. I am only guessing roughly now—three or four years ago.

13,163. You said it was mostly felt in 1883 to start with?—It would be from 1880 to somewhere about the year 1890 I should think.

Sir *John Llewelyn.*

13,164. You do not think that that exists now; but do I understand that it was a separate resolution; has there been another resolution?—No, there has been no other resolution. That was the only complaint that I referred to. I do not say, of course, whether it was in pursuance of that public complaint or not; I believe that public complaints had been made before that; and I think that the practice was tapering off, so to speak, perhaps, before that formal complaint took place.

13,165. But you say that resolution was passed about three years ago?—To the best of my recollection.

13,166. Then you were going to say something subsequent to that?—I say that during the last two or three years, from inquiries I have made of late, as to whether any complaints now exist of a feeling of disability or disfavour shown to Nonconformists on that estate I am told no, that they think that that has passed. Then, my Lord, I had intended to make some

Sir *John Llewelyn*—continued.

reference to my own opinions as to the legislative remedy.

Chairman.

13,167. That is embodied in this Bill I take it?—Yes; your Lordship has the Bill.

Sir *John Llewelyn.*

13,168. The copy I have is in 1890?—It has been introduced into the House every year.

13,169. My copy is 1890?—That is the only one I had. I sent all the copies I had to the secretary; but the Bill was introduced, I think, first in 1887.

Chairman.

13,170. Do you wish to say anything on the subject of the Bill?—I should like to say just a very little as to the reason why I think that security of tenure is necessary. In my view it is necessary for the protection of Welsh tenants that there should be some change in the law giving them security against capricious eviction. A very strong feeling exists among all tenants, as far as my experience goes, whether the estates to which they belong are well or badly managed. They all desire to get greater security of tenure. I do not think that there is any desire to have absolute fixity of tenure, but the tenants at large would be quite content that the landlord should be entitled to evict for all such causes as reasonable landlords do evict for. In framing this Bill I was as careful as I could be to endeavour to specify every reasonable cause of eviction that any good landlord would feel himself justified in putting in force, and to allow eviction on due notice on any of those grounds, but the object I think that is necessary is to prevent absolutely capricious eviction. If I were asked whether capricious or vindictive eviction is often resorted to I should say no, it is not, but the power to resort to it is enough and a great deal too much. It destroys all independence in tenants, and makes them, as in the case of that Fownog-y-go which I have shown, totally unable to resist the will of the landlords on any subject whatsoever. Having regard also to the fact that in Wales the landlords are Churchmen and Conservatives, although I wish to make no charge against them upon that, simply to name the fact, the tenants are always all or mostly all Nonconformists; most of them are also Liberals by conviction and Tories by profession. Therefore in my opinion it is necessary, in a self-governing country like this is now, that the men who are the ratepayers should be in a position to exercise their civic rights without fear. There is also the additional fact that nearly all the landlords and most of the agents also are English in tongue, whereas the tenants are chiefly Welsh in race and mostly Welsh in tongue, although many of them can understand and some speak English, still they are not at

See 16,9

Chairman—continued.

home in the language and never feel at ease when they have to speak with a man who addresses them in English. For those reasons I think a Bill is necessary. I think also that the right to compensation should be given irrespective of the improvement being made with the consent of the landlord. In my view either it should be as provided in the Bill, viz.. stated, that the refusal to consent should be made the subject of arbitration, or, which I think would be quite as good a plan, that the value of the improvement, whether consented to or not, should at the quitting of a tenant be paid for according to the then additional value that it gave to the farm. Of course if a tenant, as in the case I think I heard suggested at Pwllheli, builds a conservatory or glasshouses, it is absurd that a landlord should be obliged to pay anything of the kind; but I would say in such a case that the landlord should only pay what the additional letting value of the place was to a farming tenant at that time by the improvement.

Lord *Kenyon.*

13,171. As shown by the rent?—As shown by the rent, capitalising the increased rent that could be got by reason of that improvement. That would thereby give the full benefit to the tenant of an improvement. If he drained, say, a field which was rendered three times greater in value at a very small outlay, I think it is not fair that he should be only repaid the small outlay; he ought to get the increase in value that he has made by his enterprise, and so exactly in the same way if he spent three times the value of the improvement upon the improvement, he ought not to get the money he spent, but ought only to get the increased value of the improvement, and that I think ought to be secured to him, whether he gets consent or not. I practised for many years—for 19 years—in this country as a solicitor, and being a liberal solicitor, of whom there were not many at the time I commenced practice, my assistance was generally sought in cases where tenants came to difficulties with their landlords, and I got a considerable knowledge then of where the shoe pinched, and I found it was always in a case of this kind. It rarely occurred, in fact I may say never, on these large estates unless they were sold. As long as a place continued on these large estates there was no difficulty; of course the difficulty remained of their being completely under the thumb of the landlord, of whom they were not much afraid, of the agent, of whom they were a bit more afraid, and of the gamekeeper, of whom they were very much afraid; but when some of these estates were sold, then the purchaser naturally said: "I have paid "for this place as I have got it, I have paid for "it as it stands"; and he would not be disposed to give much consideration to the tenant. All the cases, very nearly without exception, in which my assistance was sought for were cases arising in that way, where properties had been sold, and very, very cruel injustice had been done. That is all I have to say.

Sir *John Llewelyn.*

13,172. Are you justified in saying that the son of Mrs. Roberts, of Trosgol, became a Churchman in consequence of his mother's being permitted to remain on the farm?—I did not say so.

13,173. I am glad to hear from you that you did not say so?—No, I did not.

13,174. I rather thought you did say so?—Well, I could not say that it was in consequence; I say that at the very time that he abandoned the action, and threw himself entirely on the mercy of the landlord, at that time, or just afterwards, became a Churchman and a Conservative. Of course—I will be frank with you—the belief there is that he did so in order to propitiate the landlord.

13,175. With regard to capricious evictions, your Bill is aimed at preventing capricious evictions, and restraining the right to capricious evictions. Do you know of any other cases in your neighbourhood of what you call capricious eviction, or attempt at capricious evictions?—Well, I would say that the Tynllwyn eviction was decidedly so.

13,176. You have already told us that there was common?—Oh, no, certainly not. As a rule, undoubtedly, on all these large estates there is no danger whatsoever.

13,177. My copy of the Bill that you backed is rather old; I have had it in my possession some time. Have you materially altered it during the last year, or did you bring in a Bill in exactly the same terms?—In the last year, the Bill was in the hands of Mr. Ellis, the Member for Merionethshire, and he made some alterations in it.

13,178. The Bill that I have has on the back of it, "4th December, 1890," but inside it says, "Anno Domini, 1891"; that is a Bill with your name on the back?—Yes; that was the Bill that I introduced; then in the Bill that was introduced last year, the alterations were these. I proposed that the court, or the tribunal which is to fix a fair rent, and reasonable conditions of tenancy, should be arbitration; in the other case, it is a land court—Government officials.

13,179. I quite follow you?—I do not mind which; I rather prefer my own idea, but I am not at all wedded to it.

13,180. I think there is a difference between the two, and the one I have is the one with your backing upon it. Section 15 of the Bill of 1891 is this:—"The tenant may bequeath his "tenancy by will, without the consent of the "landlord, and the administrator of a deceased "tenant may, without such consent, assign the "tenancy to any person or persons entitled "under the statutes for the distribution of "personal estate and effects of intestates, for "the personal estate and effects of the de-"ceased tenant, or any part or distributive share "thereof"—that is free sale?—Oh, no.

13,181. You think not?—Oh, certainly not. I am strongly opposed to free sale.

13,182. You are opposed to free sale?—Strongly.

Sir *John Llewelyn*—continued.

13,183. I am very glad to hear it. I rather gathered from what you said about the custom changing in 1870, that there had been freedom of sale before that?—No doubt; it was a custom similar to the Ulster custom.

13,184. In Llanddeiniolen?—Yes, it was the Ulster custom in that neighbourhood of Llanddeiniolen, but I think that is a pernicious custom so far as it gives the right of free sale.

13,185. Then you think that 15th section does not give free sale?—Oh, certainly not. It is voluntary. If I may be allowed to say it, it is confined to bequeathing by will or an assignment to one of the next-of-kin in cases of intestacy; that is a voluntary gift; that is not selling it.

13,186. Going to the next-of-kin?—Of course he could bequeath it to anyone he liked, but it is a gift; a bequest is not a sale, it is a gift.

13,187. And it does not give the right to sale?—No; the legatee or next-of-kin cannot sell. He is in exactly the same position as the deceased was in. The administrator is not entitled to sell in the open market, but simply to allot to one of the next-of-kin. I should like since you mention the matter to give the reason why I object to free sale.

13,188. I should like it very much?—It is this. Inasmuch as land is limited in quantity and the number of people desiring to hold it is increasing every year there is naturally a possibility, which has led to such evil in Ireland, of land being let at its competitive values, that are far in excess of the actual living value of the land. Now, I consider that if we restrain a landlord from doing so, we ought also to restrain the outgoing tenant from doing so. I do not think we ought to deprive the landlord of the right of exacting the utmost farthing in order to give it to the outgoing tenant, because that would result in a competitive rent in the same way. If I am allowed I should like to illustrate it in this way. Assuming that there is a small tenement of 50*l.* a year rent, and that that is a fair rent on the property as it stands. If the outgoing tenant is allowed to sell his goodwill and gets 500*l.*, as he may possibly do, for it, that 500*l.* would have to be borrowed by the incoming tenant, and he must pay interest upon it. If you put 5 per cent. interest on 500*l.* he will have to pay 50*l.* to the landlord and 25*l.* interest for the money he borrowed: his rent would therefore really be 75*l.* I say that ought not to be, and I would not therefore allow a man to sell; but I have put in clauses providing for complete compensation for all improvements made by him. But the incoming tenant or the successor ought to have the right to live as the outgoing tenant himself was allowed to have.

Mr. *Seebohm*

13,189. May I follow the inquiry just one step further. After what you said with regard to the sale of goodwill, I need not ask any questions about that; but as to the calculation of what amount should be given with regard to improvements and the ascertaining of what the fair rent should be, and ascertaining all the rights in a very difficult case. You rather prefer arbitration to judicial proceedings?—Yes, I do.

Mr. *Seebohm*—continued.

13,190. Is that on the ground of non-publicity—not dragging everything out in court?—No, it is first of all on this ground. I think, when you make a reform it is desirable to make it as far as possible on existing lines. The universal practice now between an outgoing and incoming tenant is to refer all questions as to compensation to be paid for anything to arbitration; so the method of arbitration is one with which the tenants are already perfectly familiar. So also on the question of the rent. All landlords now, as far as I know large landlords, never dream as a rule of valuing their own estates, or having their agents value them. As a rule, I know when there is a re-valuation, a public valuer is appointed. I see no objection whatsoever to letting the tenants themselves have a voice in the selection of that public valuer. That is all that I do in this Bill, provide that the tenant and landlord shall agree as to a valuer; if they cannot agree, they each appoint one, and the county court judge appoints the umpire. Therefore, that practically is a very slight deviation from the existing practice. It really is very little more than making legal what is done in practice now on good estates.

13,191. Can you give me any idea of the cost of an arbitration?—Well, it is not large unless my fraternity comes in. The cost of an arbitration in the case of an outgoing tenant is very small. As a rule the outgoing tenant selects two farmers, neighbours, and the incoming tenant selects two, and they decide on view. I take it that expert arbitrators generally prefer that method themselves. I do not think two land valuers would sit in a court like this, and listen to other gentlemen telling them what they say is the value of the farm; they would go and see it for themselves, and act upon their own judgment; and doing that I think would not cost so much. Of course I may mention this: that the object of the change that was made last year was, I think, with the view of obviating the cost, and putting the cost on the State—having a tribunal. Of course I have no objection to that course, but of the two, I think that as a start at any rate it would be well to try the other method as being a less violent wrench from the existing system.

13,192. May I ask whether it ever occurred to you to interpose between a quarrel or a difficulty, and the cost of arbitration or of legal proceedings in a court, something like a referee, who should be a skilled person and see both parties, and try to bring them to an agreement in the least expensive way possible. I will just state what I mean in this way. Occasionally difficulties occur, for instance, with a board of guardians, and one of the experts from the Local Government Board goes down and examines into the question, explains what the law is and brings the two parties together, and that often in my experience results in a unanimous decision as to what is to be done. Now, if some

Mr. *Seebohm*—continued.

such experts as those in connexion with the Board of Agriculture, or more locally could be called in at very little expense, do you think that that would answer the purpose of at any rate deferring the cost of arbitration or of judicial proceedings to extreme cases only?—Oh, I think very likely—very likely indeed.

13,193. Do you think that is a suggestion that would be worth consideration?—Having a sort of friendly advisers of an official character?

13,194. Quite so?—Yes, I should say it would be very valuable indeed.

Mr. *Richard Jones.*

13,195. Do you think that there is anything in the conditions under which land is held in Wales to justify separate legislation from England?—I think so, distinctly, chiefly for the reasons I have mentioned, the differences in Wales between landlord and tenant, viz., the difference of race, the difference of tongue, the difference of religion, and the difference of politics. Where, as in England, landlords and tenants converse in a common tongue, there is very much greater freedom of intercourse between them. Any man knowing Welsh and knowing English will discover it instantly. Let him go to a Welsh neighbourhood, let him go there and talk English, and he will find the people distant and constrained to some extent with him; let him drop out a Welsh word, and instantly, at once, they change, as rapidly as could be; that is because there is a sort of feeling that they are more thoroughly understood, and that they can understand their interlocutor far better than when they had thought they were being questioned by an Englishman, although they may be able to speak English to some extent, and understand English very well. Then there is also of course this. In politics—I do not put it from the party point of view; I would say the same where the landlords were Liberal—if the landlord were a strong party politician and the tenant were equally strong on the same side—by conviction, I mean, not by interest, but by conviction—you would expect not so great a necessity for having security of tenure as you would otherwise. It is very much the same with respect to religion, although I hope that is a matter that will lessen after certain changes which we anticipate may take place; but at present it is a very grievous one.

13,196. Is there anything in the character of the farms or in the method of farming that justifies separate treatment?—Well, that requires a knowledge of farming in England as well as of Wales, and I am not competent to answer that.

13,197. What is your opinion as to abatements of rent; do you think they are satisfactory?—No doubt that depends, of course, very much upon a question that is very difficult to determine at the present moment, and that is whether the present depression in agriculture is due to permanent or to temporary causes. Of course abatements are given now under a belief that the depression is due to some temporary causes; but if it turns out that they are permanent in

Mr. *Richard Jones*—continued.

their effects, the abatements ought to be made permanent also, and I believe would be.

13,198. Do you think the principle of making abatements in rent is a good one?—No; I do not. I think that the proper course is really a fair rent covering good and bad seasons alike.

13,199. You think they are unfair because of this, that as a rule on estates they are made on the assumption that rents are made evenly on every farm?—Well; no doubt they are made on that assumption.

13,200. But they are unsatisfactory because of that?—But that is not a matter that is due to the abatement. The unsatisfactoriness of that is due to the original inequality of the rents of the different farms, because that hardship equally applies where there is no abatement. Take the case of two neighbours having the same quality of land, one pays 1*l.* an acre, and the other 25*s.*; it is a hardship of course that the 25*s.* rent does get a bigger abatement, but it is equal in hardship where there is no abatement required at all. He has either in those years to pay 5*s.* more, or the other man pays 5*s.* less if the land is equal in value.

13,201. Then you consider that the Agricultural Holdings Act, 1883, has proved a failure?—In my opinion completely—well, almost completely. I think there are very few cases in which tenants have been able to get much under that. As a rule I think that in most cases they can get quite as much from the general feeling of honour of the landlord as they can by that Act. As one reason, never do the tenants get consent beforehand to make an improvement. They make the improvement, believing no change ever will take place, and it does not, as long as the same landlord lives, or perhaps his own son inherits. It is only owing to some unforeseen circumstances, a sale or something of that sort, which no one would have dreamed would occur, that suddenly the necessity for it arises. When they are going to make an improvement, the tenant does not like to go to the landlord and say, "May I make it," and then if the agent says, "Yes," he does not like to say, "Well, will you put that in writing." He prefers to make the improvement without, and in 99 cases out of 100 it makes no difference. But my complaint is that matters of that kind ought not to be left upon the goodwill of landlords. If it is right it ought to be made legal, and not left to the goodwill of the landlord, because then temptation is given to exercise a certain amount of vindictiveness on certain occasions. It may not be much done, but a right-thinking man does not want the power to perpetrate an injustice.

Mr. *Griffiths.*

13,202. I have not read a word of your Bill, and I have only to ask you a few questions. Would you confine the appointment of these valuers and umpires to men living in the locality or say in the county, or would you make it open to Scotchmen or Englishmen and men from a distance?—In all legislation we must allow

Mr. *Griffiths*—continued.

something for the common sense of people who will put the legislation in operation. I do not think it would be wise to put in too many minute restrictions of that kind. Every man would appoint those men likely to carry weight with their brother arbitrators, and it is only men in the neighbourhood who would be likely to carry that weight. Therefore it would be to the advantage of every one to appoint men in the neighbourhood. I leave the ultimate appointment to the county court judge. I do not say that I would actually say that it must be a man living in the neighbourhood, but I would trust to the discretion and judgment of the judge that he would see the importance of that unless very strong grounds were shown.

13,203. My reason for asking you that was that men from long distances, I think, cannot do it as well. Say for instance, I came here to value, I do not think I could do it as well as a man in this neighbourhood?—I heartily agree with that—that it would be absurd for a man from Montgomeryshire to come and value land in Anglesey. But I am quite confident that the county court judge would see the absurdity as well as myself.

13,204. Then when the umpire has decided a case, do you fix any time for that decision?—Yes, I have put seven years in the Bill, and I have put this further also, that even after the end of seven years (I do not want these matters to be constantly arising) if either side gives notice requiring a fresh investigation, and after that fresh investigation takes place there is a change of less than 10 per cent., that the person requiring the change should pay the whole cost of that investigation.

13,205. Then in that case you do not deprive the landlord and the tenant of making their own bargain?—Not in any way, and I am perfectly satisfied that in the vast majority of cases it would be done; exactly the same as in 999 cases out of 1,000 men pay their debts without being county courted. The courts of law are the foundation of all payment, but they are rarely resorted to in business.

13,206. We had an instance two or three days ago where a tenant considered his rent too high, and the landlord considered it quite low enough. You want some one just to come in and settle the question if they cannot agree?—Yes. There is perhaps one matter I might mention in connexion with the Bill which I have omitted. I do not know whether I might do so now or not.

Chairman.

13,207. Yes?—The point I wanted to draw attention to was this. I think it is important, as I have said before, to make as little change as possible in the existing system, provided that the evils I have referred to are secured against. Therefore why I was saying I objected to free sale is this, that my Bill as it stands will not lessen, in my opinion, the selling value of the land in any way whatever, because most people who buy land buy it, and certainly the persons who give high prices are people who buy land, for their own occupation. Those persons will give exactly the same price as they do now, because under my Bill they would be entitled to take possession of any land they bought for the purpose of their own occupation [Clause 10 (*b*)]. Therefore the evil that has been objected to very much in Ireland, of say, landlords, who had mortaged their estate on the assumption of a rent that was supposed to be paid, and who found themselves entirely squeezed out of every penny by a reduction in the selling value is obviated— the selling value would not be affected in any way.

Chairman—continued.

Mr. *Brynmor Jones.*

13,208. You told Mr. Griffiths that you were by the Bill allowing the landlord and the tenant to make any arrangement they liked. That I take it is only as to the amount of rent, because I see Clause 18 of the Bill invalidates and voids every contract which is inconsistent with the clauses of the Bill?—Yes, but there is a provision for that in Clause 7.

13,209. I daresay there is, but your Bill is based upon the principle that the relation between the landlord and the tenant created by a tenancy from year to year ought to be statutorily defined?—Yes, undoubtedly. I ought to explain that what I meant was this. Supposing the landlord and the tenant agree: "Well, we "think 30*s.* is a fair value for this land." They may do that without the intervention of the Court, and they may register that agreement; but that would nevertheless be still a statutory tenancy, and at the end of seven years they can insist upon having that altered. That is so, of course.

13,210. By Clause 9 you specify what may be the grounds upon which alone a landlord can evict?—Yes, they cannot exclude that by an agreement. I understood the question was directed to this—whether I compelled tenants and landlords to always go through the expensive process of an arbitration when there was no necessity for it.

13,211. You put it in this way, in fact, subject to the protection afforded to a tenant against capricious eviction, by Clause 9, the landlord and tenant may agree without going before valuers or going before the court?—Yes, undoubtedly there is a clause upon that. Let me on that point refer you to Clause 7. "The parties to a "contract of tenancy may, after the *passing of* "*this Act*, agree in writing upon the conditions "of tenancy and the rent of the holding, and "such agreement or a copy thereof, may, within "twenty-one days after the execution thereof, "by all the parties thereto, be registered in the "county court, and thereupon such agreement "shall have the force and effect of an award of "referees fixing judicial conditions of tenancy "and rent of the holding under this Act."

Sir *John Llewelyn.*

13,212. Does that mean, either side can apply again under seven years?—No, not under seven years.

Mr. *Brynmor Jones.*

13,213. In the Bill of 1890 it is five years?—That is a matter for committee.

13,214. The agreement under Clause 7 must not be inconsistent with Clause 9 I take it?—No. The conditions of tenancy meant there are the conditions as to cultivation.

13,215. By looking at the interpretation clause it seems to work out so?—"Conditions of tenancy" shall mean agricultural conditions or restrictions for the purpose of securing the proper cultivation.

13,216. Is there not some little ambiguity about that interpretation when you come to look at Clause 18—if you read Clause 7 and Clause 18 and the interpretation clause together. What I mean is this: May the landlord and tenant according to your idea make some special agreement as to the method of agriculture, say rotation of crops?—Undoubtedly. Those are conditions of tenancy, and therefore those could not be altered for the five or seven years or whatever is the limit given. But they could not put in an agreement a condition of this kind: "The landlord may evict whenever he likes." That would not be a condition of tenancy at all, because the condition of tenancy is confined and restricted to the conditions of agricultural cropping.

13,217. For instance the landlord could not evict where there is no breach of the judicial conditions of tenancy under the Act?—Quite so.

13,218. The ultimate tribunal that you propose is the county court?—For fixing only the umpire in case of disagreement.

13,219. It is perfectly clear that for the purpose of carrying out the scheme embodied in this Bill you are bound to have some tribunal or another?—Yes.

13,220. You fix upon the county court?—Yes.

13,221. You think there is no need to create a court for that special purpose?—I do not feel strong upon the point at all. My chief object was to make a proposal that would not secure very great opposition, and I felt quite sure if I went in for a land court that it would so frighten timid landlords that there would be no chance of getting anything like it. I thought this would not excite so much opposition, and I thought it would be equally effective.

13,222. You have given very clear evidence as to the Welsh feeling existing in the district. Do you think it necessary that the county court judges should be Welsh-speaking judges?—I think it is desirable, but I may state this; that a knowledge of law and a thorough acquaintance with the practice of law is the most important qualification of the two, and I never would be willing to let an inferior lawyer who had not had a large practice, be appointed a county court judge because he knew the Welsh language. I would sooner myself appear before a man who did know the law, and not Welsh, than a man who knew Welsh, and was not a lawyer. I think, you ought to secure a man now who knows the law, and has had plenty of practice and can speak Welsh.

Mr. *Brynmor Jones*—continued.

13,223. I gather as to the district for which you speak, that the farms are rather small farms, and on the bigger estates they are occupied by persons whose families for generations have been connected with the particular holding?—Well, on the old large estates, that, no doubt, is the common case.

13,224. Do you find that there is any complaint as to persons not getting access to the mountains, and to the more beautiful parts of this county?—Well, I have not heard much complaint of people not being allowed to travel across the mountains. I have heard complaints very much of persons now being prohibited from fishing in streams and lakes, where, from time immemorial, they always used to fish.

13,225. Is there any suggestion from any class of persons in this county for the improvement of the communications, by railways, for instance, or tramway?—Well, of course, my knowledge is confined chiefly to this district. We have a pretty good supply owing to the quarries being in the neighbourhood; they make railways and tramways, and so on, to a greater extent than it would be possible to have, if you had regard to the agricultural conditions alone.

13,226. Is there any foreshore difficulty along this Carnarvonshire coast. We had evidence tendered to us at Swansea, as to seignioral rights over the foreshore, giving rise to difficulties in preventing the improvement of the locality. Have you had anything of the sort up here. Have you heard any such complaints?—No, the foreshore rights here, are nearly always in the Crown, as a rule. I know at Bangor, the Bishop of Bangor is Lord of the Manor there, and, of course, where there is a Lord of the Manor, the foreshore belongs to the Lord of the Manor; but generally they belong to the Crown, and the practice of the Crown is to let the foreshores to whomsoever wants them, but first of all giving an option to the landowner.

13,227. I think the ferry and the foreshore at Bangor belong to the Ecclesiastical Commissioners?—Yes, by virtue of the manor vested in the bishop as Bishop of Bangor, which is now vested in the Ecclesiastical Commissioners, of course.

13,228. Is there any complaint as to their action, I mean the action of the Ecclesiastical Commissioners?—I am not aware of any.

13,229. Do you know anything about the ferries over the Straits?—Yes, I have very often crossed them.

13,230. I mean as to the legal position?—I could not say, except I know that there is an exclusive right of ferry existing, but I believe it is derived from the Crown.

Lord *Kenyon.*

13,231. I want to carry you back to that Llanddeiniolen turbary. I have an extract here

Lord *Kenyon*—continued.

from the "Carnarvon and Denbigh Herald" for 18th March 1882, which does not quite tally with your account in one small detail. You said in respect of the application of December 14th, 1881, that the poor people determined to give up as they could not afford to fight Mr. Assheton Smith. The paper I have here, says this: "Out "of the nine defendants, seven of them, including "Robert Jones and Richard William Thomas, "had entered appearances, but having entered "appearances, they probably had repented of "their misdeeds, and they took out a summons "to have their names struck out with costs. "That was objected to, and they amended their "summons, and submitted to a perpetual in- "junction, and an order to pay the costs of the "action. They apologised for their acts, and "the plaintiff, although injured by their acts, "waived any claim for damages. That order "was made to the learned counsel by his Lord- "ship sitting in chambers on the 24th February "last; thus, there were only two defendants "left upon the record, viz.:—Robert Jones and "Richard William Thomas; they had never "appeared, and against them counsel now "moved. Mr. Assheton Smith did not desire "to claim any damages from them, but it was "necessary that he should now move that a "perpetual injunction be awarded against the "defendants to restrain them and others from "trespassing on the plaintiff's moor, situate "at Fawriog-y-go, in the parish of Llan- "ddeiniolen, and from sending any cattle, sheep, "or horses thereon, or from going in or upon "the plaintiff's turbary, at Fawnog-y-go, so far "as the same had not been enclosed, except for "the purpose of getting turf in the unenclosed "portion, and from permitting any cattle to "stray there. He also stated that the costs of "the plaintiff in the action against the defen- "dants Robert Jones and Richard William "Thomas, including the costs of that action, "should be taxed and paid by the defendants."

13,232. Is that all correct?—Perfectly correct, and I think it is perfectly consistent with what I said.

13,233. There were two defendants left in the action?—But they never appeared at the outset; according to that account, they had never appeared.

13,234. I pass on to this: "His lordship had "then considered that he ought not to grant an "exparte injunction before service of the writ, "but his lordship in chambers had directed that "the costs of this unsuccessful motion, although "no order had been made upon it, be paid by "the defendants who had brought about the "application for the motion by their own pro- "ceedings. The Vice-Chancellor, instead of "saying 'not claiming damages,' I think that "you are certainly entitled to say 'that the "'plaintiff gives up his claim for damages.'" Is that so?—Certainly.

13,235. I thought you said they determined not to fight, as they could not afford to do so?—That is so, and all that was done on their application to be allowed to withdraw their appearance

Lord *Kenyon*—continued.

to the action. A man served with a writ is not bound to appear at all; if he does not appear at all judgment goes by default, but if he appears a statement of claim is delivered, and then he has to put in his statement of defence, which he cannot withdraw except by leave. If he did not withdraw that then they would be entitled to go to trial; and if the witnesses have to be taken up to London instead of settling it in this way, at a cost of 8*l.* or 9*l.*, it might run into 800*l.* or 900*l.* Of course, if they had chosen to go to London and fight and win, all right; but as they were not going to do that, it was better for the defendants to let the plaintiff have judgment upon his own terms as cheaply as possible.

13,236. I have very few further questions to ask you, and I may say I am very much struck with your evidence. Do you think if your Bill had been passed this Commission would not have been appointed?—I am quite certain of it.

13,237. You said you thought 30 years was not sufficient for time value of buildings?—Certainly not.

13,238. What do you consider sufficient?—I do not think any term ought to be put. I should consider the value of the building at the time the man left. If it had been there 300 years, if it was worth anything at all, let him be paid the actual value at the time of quitting.

13,239. Then you said something with reference to Mr. Assheton Smith putting in Churchmen at one time. I think you said there was some complaint about that. Were those Churchmen Welshmen or not?—I take it almost to a certainty they would be Welshmen. I never asked the question, but I have not the least doubt of it.

13,240. Would he not have a right to put in Churchmen?—Yes, a perfect right. That is what we complain of, that he had the right. I should not object to it so much, supposing that landlords were some church and some chapel, mixed the same as grocers are, because then if one landlord favours his own denomination, another landlord would favour another, and everybody would in a rough sort of way get fair justice. But where you have all the landlords belonging to the Church of England denomination, and Conservatives, it becomes very rough on those who do not belong to that Church and party.

13,241. Do not you know some Nonconformist landlords?—Very few.

13,242. Surely you know some?—I should say not scarcely any in Wales here.

13,243. In Anglesey?—Yes, there are in Anglesey two or three, but they are great exceptions.

13,244. Do they balance it in Anglesey by appointing Nonconformists in preference to Churchmen?—I do not think so in the least myself, because I think there are rarely to be found any farmers who are Churchmen, except very few, except some of recent years become so for considerations which are well known. But on the estates which you refer to you will find that they were purchased not very many

Lord *Kenyon*—continued.

years ago, and every tenant on the property then has been left in occupation ever since, and I am certain there has been no consideration whatsoever of any man's religion; I am certain it never occurred to anyone.

13,245. In my own part of the world, in Flintshire, I think Churchmen are in the majority?—It is certainly not in Anglesey. There are very few Churchmen there. With reference to Anglesey, I cut a letter out of a paper called the "Chronicle" bearing upon this matter. The "Chronicle" is the Conservative paper. It is an extract from the "North Wales Chronicle" of May the 7th 1887, and it is under the head of Llangwyllog, Anglesey. It is a letter sent. They do not make themselves responsible for it, but they put it in this way. "It "is rumoured that the desirable farm called "Hafod (200 acres) in this parish is now vacant. "It is to be hoped that Sir Richard Bulkeley "will this time give the preference to a Con- "servative and a thorough Churchman should "one apply for the farm, otherwise the Church "in the place will suffer considerably. Between "emigration on the part of Churchmen, and the "filling up of farms in the neighbourhood of "late by extreme Radicals and chapel-going "people, the Church has suffered considerably. "For the past 40 years dissent has made its "mark; and if due caution is not taken soon, "it will be useless to ring the church bell. The "future success of churches to a certain degree, "particularly in such a county as Anglesey, "depends upon the action of Conservative "landlords. They are a power in the country."

13,246. Had there been a complaint with regard to Churchmen getting a preference on Sir Richard Bulkeley's estate?—I do not think it has ever been a complaint on Sir Richard's estate at all; I think in the past, at any rate, not a single tenant on that estate felt he was under a disadvantage by being a Nonconformist. I only mention it as showing that among a large section of Churchmen that feeling has been very prevalent within the last 25 years—I do not think it existed before then or 30 years at any rate.

13,247. You say most of these difficulties occur with regard to tenancy, not with regard to Church, but when estates are sold?—That is most frequently the case.

13,248. Do you think something should be extracted from the vendor for improvements made so that he realises more by his sale?—Certainly. It is he who gets the value.

13,249. Do you put anything in your Bill with regard to that?—Yes.

13,250. You have something about it?—My Bill applies to it, because if my Bill passed then the man who is purchaser of a farm can only hold it on exactly the same terms as his vendor previously held it; and as the vendor could not evict except for the specified causes the purchaser could not do so either. The purchaser if he evicted would have to pay compensation according to the value of the improvement irrespective of anything given beforehand as

Lord *Kenyon*—continued.

purchase money to the vendor; therefore it would be utterly immaterial to the tenant if his farm were sold every six months.

13,251. Would not that make a great deal of arbitration to be gone through, in the case of a sale; for instance, would not a man who bought an estate have very improved value?—Yes, but the cost of arbitration is far less than the cost of confiscation.

13,252. In answer to Mr. Jones, you said that you thought there was some reason for some legislation for Wales?—Yes.

13,253. Do you think that would be at all on account of the Welsh landowners having failed to meet their tenants in bad times more than the English landowners have?—I do not make that charge.

13,254. It was suggested in a newspaper, and in fact it was suggested in another place?—Well, it has never been suggested by me. I have never made that suggestion.

13,255. Do you think the Welsh landowners have treated the tenants as well as the English landowners have treated their tenants?—I think so far as the landlords themselves are concerned they have. At the same time, I think they get better rents than the English landlords do.

13,256. Because the conditions in Wales are better?—No, I think it is for another reason because the standard of comfort of the Welsh tenant is lower than the English tenant. I think that is found in England now, that in the Midland counties and in the Eastern counties, the depression of trade has been such that the English farmer has been absolutely unable in a great number of cases to carry on the farm. The complaint exists in those counties that they are overrun by Welshmen and Scotchmen who come and pay more, and they are able to do that because the standard of comfort is lower and they work harder than the English tenants.

13,257. Do you think it enters into the case that the farms in Wales are on an average rather smaller?—No doubt they are smaller.

13,258. And the Welsh farmer works more himself and employs less labour?—Yes, no doubt, and works very hard too.

Chairman.

13,259. These are the questions put by Mr. Vincent, "Have any cases become known to "you, or have you not heard on good authority, "that some mortgagees have been calling in "their money expressly because of the agita- "tion on the land question, or if you dislike "the word 'agitation,' because of the rise of the "question?"—I know of one. May I further explain that very many years ago, at the outset, a gentleman who has very very strong opinions on the land question from the landlord's point of view, and who was frightened, called in a few mortgages. I think he has not done so at all of late years. He also sold one or two farms then, but he has ceased to do so.

13,260. That is the only instance you can call to mind?—Yes. I pointed out to the gentleman that if the Bill were passed it would not—

Chairman—continued.

as I have pointed out to the Commission to-day—affect the value of land in any way, inasmuch as under the Bill a landowner is entitled to resume possession if he wants the land for his own occupation (Clause 10) so that purchasers who buy for their own occupation would not be deterred in the least by the passing of the Bill.

Lord *Kenyon.*

13,261. Have you backed the Bill presented in 1892?—Oh, yes.

13,262. It is not quite the same as this?—It is the same in principle, except that a land court is substituted for arbitration. It is simply the machinery that is altered, the principle is identically the same. There is another difference, which is new, that some arrangements are made there for the regulation of common sheep walks. That is not in this Bill at all.

Chairman.

13,263. That is the only instance you know?—That is the only instance I know.

13,264. "You say 'some persons of weak "'principles' deserted Nonconformity. Surely "you admit that a man may change even his "religious opinions conscientiously?"—Undoubtedly, but when that change is exactly contemporaneous with his own interest, it is rather open to suspicion.

13,265. With regard to the custom of tenant right, I understand you to say it existed, but that if it were brought into existence again it would be injurious; do you say that?—The custom of tenant right, and of free sale, no doubt did exist in that particular locality immediately surrounding Dinorwic quarries on the Llanddeiniolen parish. It is only the free sale that I object to.

13,266. You object to that?—Yes, I object to that. I think that inasmuch as the landlord is not entitled to exact a competitive price, the outgoing tenant ought not to be allowed to exact a competitive price either.

13,267. Mr. Vincent asks. "Were not the "agents acting in the public interest when "they put an end to it?"—No, I think not.

13,268. In that case do you think the agents were acting in the public interest when they put

Chairman—continued.

an end to this custom of tenant right?—No, my Lord, for this reason, that they did not pay the actual value of the compensation in any way. They simply restricted them to the 30 years. I am told that very farm of Fachwen is now worth ten-fold to Mr. Assheton Smith, compared with what it was in the year 1842, when it was cut up. Perhaps that may be exaggeration, but certainly manifold—but that is what is stated to me—and that would be almost entirely due to the work of the tenants except the cost of the boundary fences.

13,269. Mr. Vincent also asks, "Do you "say that it is a hardship that the rents of A. "and B. for land of even quality should not be "uniform, even if neither of them is excessive"?—No, my Lord, it is no hardship whatever. It is an advantage to the man under-rented, but that is no hardship to the other man if his own rent is a fair rent. I assume that both are fair rents—the highest is not too high. Of course it is only a loss to the landlord who lets the other at the under value.

Mr. *Brynmor Jones.*

13,270. When you speak of a landowner you mean a gentleman who is able to live with his family upon the rents without having any other occupation?—Yes; whose main source of income is from land.

Chairman.

13,271. Then questions put in by Mr. Owen: first, "Do you think if land courts were esta-"blished landlords would still continue to ex-"pend money in improving their property"?—There would be no reason whatsoever why they should not, and if they did not the tenants would—it would make no difference to the public.

13,272. "Do you not think their friendly in-"terest in it would diminish"?—Not in the slightest degree. I may state this, my Lord, that I sent a copy of the Bill the year I first introduced it to the principal landowners and the land agents. The year it first appeared I met the land agent of one large landed proprietor, who told me that it would not affect their estate at all if my Bill was passed—that they managed their estate entirely on the principles of that Bill.

The witness withdrew.

Captain Niel Patrick Stewart called and examined.

Chairman.

13,273. I believe you wish to give some rebutting evidence with regard to William Owen's statement?—Yes, I do.

13,274. He said that "Mr. Jones, the sub-"agent of Mr. Assheton Smith's estate, called "several times to press for father's vote, and "ultimately my father wrote two letters, one to "Vaynol to Mr. Jones, the sub-agent of Mr. "Assheton Smith's estate, and the other to Lord "Penrhyn's agent, saying that it was unneces-"sary for them to call again, as he was a Liberal "and intended to vote accordingly. Soon after

Chairman—continued.

"this we began to feel the resentment of the "family, and the next step was the service on "my father of six months' notice to quit, dated "10th May 1869, which is still in my possession." Mr. William Owen is here. Do you want to say anything about that?—I can only say that the two agents, Mr. Millington, who was the principal agent, and Mr. Jones, the sub-agent, are both dead, and of course they cannot speak for themselves. It is very easy to make assertions against dead men. It was long before my time, and I have nothing particular to say on that part.

Chairman—continued.

There are a few mistakes made by Mr. William Owen which I should like to correct. The first mistake he made was in stating that his father had no agreement. His father had an agreement, and I now produce it. (*Handing it in.*)

15,275. That agreement is dated the 16th March 1869. When he was given notice to quit was the 10th May 1869, so that agreement is a month or two before he was evicted. Can you produce any agreement before that time?—No. That was when the agreements were first issued on the Vaynol estate.

13,276. A month or two before he was turned out?—I found it in my office. It was signed by Mr. John Owen, and I bring it here. His son says he had no agreement.

13,277. You see that is an agreement in March, and he was turned out in May of the same year?—No, he was turned out in November.

13,278. The notice to quit was in May, so he had his agreement a little over a month before he got notice to quit?—Yes. I should like to remark that that clearly shows that Mr. Assheton Smith, or those who were acting for him at that time, had no intention of turning him off from any caprice or whim, or anything of that sort. I should like that to be very clearly noted, if you please.

13,279. Will you explain that?—Well, I think it has been spoken about as a capricious eviction by Mr. Bryn Roberts, who spoke a few minutes ago.

13,280. How does an agreement a month or two before he was turned out show it?—Surely it shows it was not intended to turn him out when he had an agreement, and a counterpart, signed by the landlord handed over to him. It clearly shows that there was no intention by the landlord to turn him out at the time.

13,281. It was done after the notice to quit was given, and they gave him the agreement in March, and the notice to quit in May?—Yes.

13,282. And that shows a very good feeling, you think?—Yes; to my mind it conveys that idea. It was long before my time as I have said. It conveys the impression to my mind that there was no intention at all.

13,283. Mr. William Owen said this: "Mr. "Assheton Smith would pass my father on the "road without looking at him, though prior to this "he was very friendly with my father, and when "there were rejoicings going on at Vaynol on "account of the coming of age of Mr. Assheton "Smith, all the larger tenants except my father "were invited there." Do you know anything about that?—No, I know nothing about that.

Mr. *Brynmor Jones.*

13,284. Is it not the fact that agreements were given in the March to all the tenants on the estate?—Yes.

13,285. Was there anything particular in the manner of giving the agreement?—No. The agreement was given to Mr. John Owen in the same manner that the rest of the agreements were given on the estate at the same time. It has been stated that this man has been turned off owing to his politics.

Mr. *Brynmor Jones*—continued.

Sir *John Llewelyn.*

13,286. The allegation was, I think, that in consequence of political differences in 1868 notice to quit was given?—Yes.

13,287. I understood that to be the allegation. Well, if the agreement was given in the spring of 1869, that shows that in March 1869 there was an intention to retain him in his farm. Is that what you say?—That is what I contend—that that was the intention—that nothing could have been in the mind of Mr. Assheton Smith and those acting for him to turn the man out if they had put him in possession under the agreement in March.

13,288. This is an agreement in March 1869?—Yes.

13,289. Is this an agreement of an ordinary character at that time?—It is the ordinary agreement which was served out to all the tenants on the Vaynol estate at that time.

13,290. Can you say why in March 1869 the agreement was given to him, and in May 1869 notice to quit was given to him?—The only reason I have heard is that Mr. Assheton Smith wanted to take the farm into his own hands as a home farm.

Chairman.

13,291. I do not see that there is anything in this, because he particularly stated that he had an agreement?—No, he particularly stated that he had no agreement.

13,292. Did he?—Yes.

13,293. It may have been so, but I do not recollect it. It may have come out incidentally?—It was in answer to a question, I think.

13,294. Very well, we can see whether that is so afterwards. What else do you wish to say?—The second mistake he made was in saying that his father had never received anything for the generally improved condition of the land, and there he was in the wrong. Over and above the valuation of stock, crop, and improvements he was paid a sum of 200*l.*

13,295. Yes. He said: "Some compensation "was paid to my father on his leaving, but "nothing at all adequate to it." Those were his words?—But this question was put afterwards, whether he was paid a sum for the generally improved condition of the farm. He said he was not paid anything for that, and I make a difference between this payment of 200*l.* and the other payments made to him for permanent improvements.

Lord *Kenyon.*

13,296. How much was he paid altogether?—I will take that in one moment. The money was voluntarily paid him for giving up peaceable and quiet possession to his landlord, who wanted the place for his home farm. Mr. Owen

Lord *Kenyon*—continued.

stated that his father was only paid partly for haulage; but it would appear from the accounts which I have here, and which I shall be happy to show you, that he was paid for every load he ever carried, and his own account for every load he carried must have been accepted by the carriers; he was also paid for clearing rough ground; he was paid for walling, fencing, and draining; he was also paid for road-making; he was also paid for hives of bees; he was paid for poultry—he was paid for hens, he was paid for chickens, he was paid for pigeons, and he was paid for everything on the farm; and the whole sum amounted to 3,749*l.* 13*s.* 11*d.* I have heard it frequently said that Mr. Owen made a fortune owing to the very handsome way in which he was treated. These are the accounts. These I put in first of all. This is the original valuation of the stock and crop signed by the valuers (*handing in the documents*).

Chairman.

13,297. Your assertion is: that he made his fortune when he went out of the farm, and his assertion is that he lost over 2,000*l.*?—Well, we agree to differ. This is the valuation signed by the valuers; there were four valuers appointed. They signed their names: there was Thomas Owen, Richard Morris, John Rae, and Mr. Edward Humphreys. Those gentlemen were appointed to make the valuation, and everything was left to their discretion. They were left, as far as I can understand, every amount of latitude, and this is the result of their valuation. I want to show that not only was it a valuation for stock, but that it was

Chairman—continued.

also a valuation for permanent improvements made by the tenant, and these were not estimated by the agent for the estate. The permanent improvements made by the tenant were not arrived at or estimated by the agent of the estate; he had nothing at all to do with it; it was entirely put in the hands of these four gentlemen as valuers. They estimated the amount of permanent improvements to which the tenant was entitled; they measured up the walls and they measured up the drains; they took Mr. Owen's account of the number of loads that he carted, and the valuation was arrived at in that way; so that having been arrived at by men of experience mutually appointed, I have no reason to think that the valuation was not a fair one and a right one. Therefore I think Mr. Owen should not say that he was inadequately paid.

Sir *John Llewelyn.*

13,298. Does that valuation differentiate between farm produce and unexhausted improvements?—It does; all the different items are shown separately.

13,299. Is that all you have to say about Mr. William Owen?—That is all.

Mr. *Griffiths.*

13,300. Will you give me the total of what you consider Mr. Owen has had?—He has had altogether 3,749*l.* 13*s.* 11*d.*

13,301. For the amount of the valuation?—For the amount of the valuation, as shown in this book. He was paid sometime previously 200*l.*, but the total amount is 3,749*l.* 13*s.* 11*d.*

13,302. In respect of the valuation?—Yes.

Re-examined. 13,374.

Mr. William Owen recalled, and further examined through an interpreter.

Chairman.

13,303. Do you know your father's signature?—Yes.

13,304. Is that his signature? (*handing receipt to witness*)?—Yes, it is.

The interpreter read the receipt as follows:—

"Received the 13th day of October 1869 of George William Duff Assheton Smith, Esq., the above-mentioned sum of 3,533*l.* 13*s.* 11*d.* the amount due from him to me as per the foregoing particulars, and in full of all demands whatever.

"As witness my hand,

"John Owen.

"Witness,—

"Edward Griffith Powell."

13,305. Did you understand the contents of that?—Yes.

13,306. Do you consider that the 3,533*l.* was a proper and sufficient sum, or do you say it was not a proper and sufficient sum?—No; it was not sufficient by 2,000*l.*

13,307. You still adhere to your original statement that you consider yourself a loser by

Chairman—continued.

being turned out of the farm to the extent of over 2,000*l.*?—It is entirely impossible to disprove it. The stock are included in this, the cattle and the sheep.

Captain *Stewart.*—Yes, that is right.

Chairman.

You gave him 200*l.* for his outlay?

Captain *Stewart.*—For the improved condition of the farm.

Chairman.

For the improved condition of the farm. Put it in that way if you like. Apart from other permanent improvements then, you gave him for the stock 2,495*l.* Then for his chickens, his hens, his bees, walls, drains, and the various other things that you have enumerated, you gave him a sum of 1,051*l.*, and that is what I think he complains of. He maintains that he has lost under your predecessor's management

Chairman—continued.

2,000*l.*, and what I understand him from this to say (we will ask him the question) is, that he thinks that for his repairs, his bees, his poultry, &c., he ought to be paid 3,000*l.* instead of 1,000*l.*

13,308. [*To the witness.*] Do you think that is enough?—No. That is my complaint, that we did not get enough for the repairs by 2,000*l.*

Captain *Stewart.*

13,309. For "improvements" I suppose he means, not for "repairs'; draining, fencing, and so on?

[The interpreter put the question to the witness.]

—For draining, and building, and cultivating the land, and all such improvements as those. I do not complain at all about the prices so far as those four men could see them, but it was impossible for them to see them.

Chairman.

13,310. Did you estimate the cartage alone at 1,051*l.* as per estimate put in?—For 10 years only, not for the whole; another five years should be added to this sum.

13,311. You claim 1,000*l.* for the cartage alone for 10 years?—Not carting alone; there are other things in.

13,312. You still maintain that you are 2,000*l.* out of pocket?—Yes, more than that.

Lord *Kenyon.*

13,313. Did you complain to Mr. Assheton Smith or Mr. Assheton Smith's trustees at the time?—We told the valuers that we had lost a good deal.

13,314. But did you not agree to the valuers beforehand?—We agreed to them as the lesser of two evils.

13,315. And did your father sign the receipt as "having received the before-mentioned sum "as due from him to me as per the foregoing "particulars and in full"—I suppose it means "discharge"—"of all demands whatever"?—That he had received that sum—not further than that.

Mr. *Griffiths.*

13,316. Will you kindly tell us who chose the valuers?—Mr. Assheton Smith chose two of them, and my father the other two.

13,317. Was there an umpire called in?—No.

13,318. Do you understand anything of valuations yourself?—I was there at the time.

13,319. Are you competent to judge?—I ought to be.

13,320. Do you know anything about pricing?—Yes.

Lord *Kenyon.*

13,321. Have you ever been employed as a valuer?—Yes, about home.

Professor *Rhŷs.*

13,322. By whose valuation do you make out that you lost so much? Is that your own valuation or your father's?—All of us together—my father and all of us together.

13,323. Was your father well known as a man who knew a great deal about farming?—Yes, he was very well known.

13,324. Did he ever value himself?—Yes, and wrote a good deal about farming.

13,325. What did he write?—He had been winning in writing essays for the Eisteddfod on farming.

13,326. Did he publish a book on the selection of cattle?—Yes.

13,327. Is that book still in vogue?—Yes, a good number ask for it.

13,328. In fact your father was one of the leaders in the improvements of agriculture—in spreading improved ideas about agriculture in these parts,—was he not?—Yes, certainly he was.

13,329. And the traditions have been kept up in your family?—Yes

13,330. If I mistake not, your brother is a lecturer on agriculture now at the University College of North Wales?—Yes.

13,331. So that it would not be true to say that you would have no right to an opinion as to the value of improvements on your farm, would it?—No, it would not.

Mr. *Brynmor Jones.*

13,332. What I understand you are really complaining of is the basis of the valuation?—Allow me to say this; a piece of land was for two years drained and the stones removed from its surface, and during those two years we did not get more than 10 loads of hay.

Professor *Rhŷs.*

13,333–4. Ten tons?—Ten tons between hay and grass. The land was large enough, 25 acres, and in the two and three last years we were at Tynllwyn it produced over 40 tons of hay. It was impossible for the valuers to see such things, and I could mention several other parts on the farm besides that which were the same.

Mr. *Grove.*

13,335. Did your father keep any books showing the money that he spent on these improvements year after year?—It would appear to me that he did from the paper handed in.

13,336. It appears to be one of those cases where a little book-keeping might have been useful?—There is another thing. The first thing that I mentioned at Pwllheli was that he had been turned away owing to his having voted. I believe that this book or document will throw some light upon that. [*Handing in book.*] We do not desire to say anything but that which is a fact.

Chairman.

This was a very usual thing in England, at any rate before the Ballot Act, everybody marked the way that he voted then.

The Reverend HOWELL ROBERTS called and examined.

Chairman.

13,337. What do you wish to come before the the Commissioners with regard to? — With respect to rebutting the evidence of Mr. J. R. Jones against Mr. Acland and myself yesterday.

13,338. It was the evidence given by Mr. Jones yesterday?—Yes, Mr. J. R. Jones of Maesglas, Clynnog.

13,339. Shall I read through before the Commissioners what Mr. Jones said?—If you please.

13,340. Mr. Jones' evidence yesterday was this, "I desire now to speak upon a tenancy "between myself and Mr. Acland, M.P. I took "from him personally about 4 acres of land "some seven years ago, and have been ever "since the tenant in part or in full, for which I "paid 15*l.* per annum. About two years ago, "as Mr. Acland intended selling, it was agreed "that I was to give up the land on one month's "notice if the place were sold. In June last I "found that the Reverend Howell Roberts of "Clynnog had gone behind my back to Mr. "Acland and offered for the place more than I "paid." I do not understand that. I suppose that means practically that he offered a higher rent. Is Mr. Jones in the room.

Mr. *J. R. Jones.*—I am.

Chairman to Mr. *J. R. Jones.*

Do you mean by "Offered for the place more "than I paid" that he offered a higher rent?

Mr. *J. R. Jones.*—That is so.

Chairman.

13,341. "Mr. Acland gave him the tenancy "without giving me any notice. I produce "complete correspondence on this matter. I "bring this matter forward to show that "tenants require security of tenure." Mr. Roberts, will you tell us what your version of that is. What have you to say?—May I read the evidence as I have written it.

13,342. Yes, if you please?—The evidence of Mr. J. R. Jones of Clynnog, as I read it in the 'Liverpool Courier" of to-day. I did not hear it before because I was not here yesterday—

13,343. Is what I have read substantially what you read?—It is not quite the same; but it comes to the same thing. Mr. J. R. Jones and three other farmers from Clynnog had been authorised to appear before the Land Commission as representatives of a committee chosen by the farmers of the parish. The Committee was made up of Conservatives as well as Liberals, and the evidence to be given by the representatives here was presented to the Committee and unanimously agreed upon. However the case brought in here against Mr. Acland and myself was not presented to the Committee for its opinion at all, and he (being a representative) has gone (as he says of me) behind the back of his committee in bringing this case before the Commission. I wished to state this in order to strip his evidence of the importance which otherwise might appear to belong to it. He is alone responsible for the evidence. Now, with regard to his attack upon me. He says that "In June last witness found that the Reverend "Howell Roberts had gone behind his back to "Mr. Acland and offered more for the place "than he paid for it."

Chairman—continued.

13,344. More rent?—More rent. In the result, Mr. Acland gave him the tenancy without giving witness any notice of it. I do not know whether it is quite right in the "Courier" as to that. Is it called "tenancy" down in his evidence?

13,345. It is "In June last I found that the "Reverend Howell Roberts, of Clynnog, had "gone behind my back to Mr. Acland and "offered for the place more than I paid. Mr. "Acland gave him the tenancy without giving "me any notice"?—In reply, I may state that I never asked for the tenancy, nor offered any sum whatever for it to Mr. Acland. There was no tenant then, nor had there been for six months.

13,346. What date was that?—That was in June.

13,347. June this year?—June this year. John Jones had been tenant for the year before, but he left the land, or rather he was to leave, however he did not leave at Christmas.

13,348. When did he leave it?—He kept the fowls there for six months, and took possession of the coach-house without the consent of Mr. Acland.

13,349. When did Mr. Jones give up his tenancy, do you say?—He ought to have given it up about Christmas last year. Mr. J. R Jones' tenancy was up at Christmas. Mr Acland would have no tenant, and that was well known, as he wanted to sell the farm. Mr. Acland was his own tenant, and he had the hay standing then, which was then standing on the farm and the grounds of Plas y bryn, his own house. I first asked the agent of Mr. Acland if any other person wanted the hay. I could not do better than that, I think. He said he knew of no one. He told me to write and ask Mr. Acland, and so I did, and I asked him the same question, whether he had any other person who wanted the hay, and if he had not, would he sell the hay to me. This was in June this year. I did not know then that Mr. J. R. Jones or anyone else wanted the hay, though I made the inquiries mentioned. Neither Mr. Acland nor his agent ever mentioned the name of Mr. J. R. Jones to me at all, so that I did not get behind his back as he stated, except in the same manner or sense as I went behind the back of all other human beings who had exactly the

Chairman—continued.

same claims to the fields as J. R. Jones himself. Again, he said he "desired to speak of a tenancy "which existed between himself and Mr. Acland. "Witness took from him a piece of land of "about four acres about seven years ago, and "he had been the tenant ever since. He paid "15*l.* per annum."

13,350. Is that in Mr. Jones's evidence?—That is not quite the same, I see.

12,351. One moment. Have you quite gone off this question of the hay? Is this quite a different thing altogether?—I have been dealing with his attack upon me, personally, my Lord.

13,352. Is this a separate question?—It is the same question with regard to Mr. Acland. It is plain that J. R. Jones has purposely attempted here to mislead the Commission to think that he was a regular yearly tenant. Well, I am afraid I am not quite right there, since it is not exactly the same as it was in the paper, is it?

Mr. *Brynmor Jones.*

13,353. I understood Mr. J. R. Jones to say that he was a tenant from year to year of these four acres?—Yes, so it is in the "Courier."

13,354. But it is that he had been a tenant from year to year, and he is entitled to notice?—

Chairman.

The exact words Mr. Jones uses are these: "I "took from Mr. Acland personally about four "acres of land some seven years ago, and have "been ever since the tenant in part or in full, "for which I paid 15*l.* per annum."

Mr. *Brynmor Jones.*

Yes, that is what he said.

Chairman.

I suppose that means that Mr. Jones certainly considered himself a yearly tenant?

Mr. Brynmor Jones.

13,355. On that statement alone it would appear that he was tenant from year to year?—Yes. Mr. Acland let him his land sometimes part, and sometimes the whole of the little farm at irregular intervals—so Mr. Acland writes in a letter to Mr. Jones himself—for a distinct period of time in each case, and not from year to year.

Mr. *Brynmor Jones*—continued.

Chairman.

13,356. One moment; we will find the letter from Mr. Acland?—It is the first in the correspondence with Mr. Jones, I think.

13,357. This is Mr. Acland's letter:—"June "21, '93.—Dear Sir, I am sorry that you should "feel in any way aggrieved at my selling "my hay crop to Mr. Roberts. It is true "that you have from time to time, and at "irregular intervals had the feeding on the "land attached to my house for your cattle. "But you will remember that some months ago "I refused when you asked me to let the land "to you. I am surely entirely at liberty, with-"out doing any kind of injustice to anyone, to "make the arrangement I have made with Mr. "Roberts.—Yours faithfully, A. H. D. Acland."—The tenancy came to an end each time without notice on either side; no notice was wanted on either side. He speaks about a month's notice. The last time he let the fields to him was to end last Christmas, and when he applied to Mr. Acland last March for the land he refused to let it to him.

13,358. That letter shows that?—Yes.

13,359. That is the letter of March?—Yes; I am sorry to say; and yet it is my duty to do so, in defending the character of an honourable man like Mr. Acland, that this J. R. Jones, taking advantage of the absence of Mr. Acland from the neighbourhood, has continued to make use of his land and buildings for over six months without his consent. Mr. Acland might have charged him a heavy compensation for doing so. But now, when he should have felt grateful to Mr. Acland that he did not do so, he has the face to present before a Royal Commission a complaint against Mr. Acland which is thoroughly unjust and untrue. I hope your Lordship and the other members of the Commission will not meet with such an instance of ingratitude anywhere else in the Principality.

Mr. J. R. Jones recalled and further examined.

Chairman.

13,360. Have you anything to qualify in what you said last night?—I think those letters —the correspondence from beginning to end, my Lord—will clear the whole matter up. Being a tenant at intervals during the last seven years, I will explain it in this way. Mr. Acland changed his mind, and it was understood that should Mr. Acland want one of the four small fields, we were to come to an agreement between me and him and let him have one, and settle how much was to be deducted from this 15*l.* I have been in possession of the land for the last seven years, as I state there, either in part or in full; that means, having four fields, or sometimes three fields—a matter to be settled between me and Mr. Acland. Then, stating that my time was up last Christmas, an agreement was made between me and Mr. Acland.

Chairman—continued.

13,361. Where is that agreement?—Well, I have not had a copy; I wish that I had. It is true that I had one, and Mr. Roberts will not deny it, I think. Mr. Acland thought of selling this land, and I also thought of buying, and I bought just a part of it at least as a residence. Then it was agreed between us for the convenience of Mr. Acland and the purchaser, whosoever he

Chairman—continued.

might be, that I should give up this land at one month's notice. That I agreed to, though my time was taken from year to year—the end of the year, and the year was up, true, at the first New Year's Day. I never received one month's notice at all, so I have been in possession of the land, and, as already stated, kept a few fowls there. As for no cattle being there at the time, I will explain that in this way. There never have been any cattle there any other year, during the time, at that period of the year, as it was rather a wet place, and Mr. Acland desired that I should not turn cattle there so as to break it up. That has been so this last year exactly the same as every other year. I have had fowls there before and I have never had any notice to give it up, and the first thing I heard of was that Mr. Roberts had taken the place. As to going behind my back, there was another gentleman who thought that this place was to be let; he went and made inquiries; I suppose to the same agent as Mr. Roberts went to, who was really not the agent. One of the letters there refers me to another agent, to which I did refer, as my correspondence proves, and I met him here at Carnarvon. It was agreed I should take up the stones. I have done so. As Mr. Acland thought of selling, I grazed my own land, and thought of keeping that with hay, but I found to my surprise, after grazing my own land and being a heavy loser by it, though Mr. Roberts was instructed to go to the agent, and he has been inquiring of the very same agent, the one at Clynnog, who is not the agent at all, as Mr. Acland proves. If Mr. Roberts states who the agent was, I think it will clear the whole matter up. It was impossible for me to go to this agent and say anything; as it was there I was told to go to Mr. Parry. As for the fact being well known that I wished to continue my tenancy, I have stated in one of my letters to Mr. Acland, and I think the correspondence proves that. Mr. Roberts afterwards came to me personally and said he was very sorry he did the thing. It was a place he thought of keeping cows at; he thought of keeping a cow or two. Mr. Roberts had a large farm close to that, and he had to live and come to a small house, and I wished to keep a cow.

13,362. I am sorry to interrupt you, but the Reverend Howell Roberts told us that he never asked Mr. Acland for the tenancy, and all he wanted was the crop of hay?—But Mr. Roberts told me personally—he is here now—that he thought of keeping the cows.

13,363. He might have thought of it. Let us keep to the point. He never asked Mr. Acland for the tenancy?—Well, that may be; that is not a tenancy—selling a crop. I cannot say that.

13,364. That is all he asked. Then I am afraid I must ask you another question. Mr. Acland says "You will remember some months "ago I refused when you asked me to let the land "to you," and that is dated June 21st, 1893, some months before that Mr. Acland distinctly refused to let you have the land?—It was under an understood condition.

13,365. Under no condition at all. He says "But you will remember that some months ago "I refused when you asked me to let the land to "you. I am surely entirely at liberty without "doing any kind of injustice to anyone to make "the arrangement I have made with Mr. Roberts," just to sell the crop of hay. I cannot see where there is any difficulty at all about it. Mr. Acland refused to accept you as a tenant. You do not deny that?—I do; I have not got such a refusal, my Lord, because I was in possession, and I was to have this one month's notice.

13,366. Do you not remember that?—No, not a refusal of letting it but under this understanding: Mr. Acland was not going to let the place for a tenancy as he wanted to sell, so that I was to take it whether it was a month or two, and to give it up in one month's notice if the place was sold.

13,367. There may have been a misunderstanding between you, but Mr. Acland distinctly refused to let you the land. Naturally you were not his tenant, and he has let someone else take the crop of hay off the field?—I think, my Lord, if you will turn to one of the letters you will find that as Mr. Acland wanted to sell I made an offer to buy the whole place, the land and the residence. Then, as we could not come to terms respecting that, I asked Mr. Acland if he would let me the land and offered for the land and the residence 50*l.* a year. In answer to that letter Mr. Acland said he would not let, but he wanted to sell.

13,368. Did you answer this letter of Mr. Acland's?—I think there is an answer of mine there.

13,369. Did you not write this on the 22nd of June, in reply to Mr. Acland's letter of the previous day: "Yours to hand this morning, "in which you remind me of your letter some "months ago refusing my proposal"?—That was a proposal of 50*l.* for 10 years, for the whole place which he declined.

13,370. Which he declined?—Which he declined—for 10 years.

13,371. He refused to accept you as a tenant?—As for 10 years under lease. My letter refers to that.

13,372 I do not say for 10 years. He refused your proposal altogether. Do you not say you offered to take the land for 10 years and he said no; therefore you were no longer his tenant. Therefore he let his crop of hay to the reverend gentleman who took it all?—I was a tenant so long as I did not get this one month's notice: that has never been handed in yet.

13,373. You were not a year to year tenant—you were a tenant for a time. I do not think we need go into this; there is a misunderstanding. I do not think we can continue this; we have a great deal to go through, and we quite

Chairman—continued.

understand you may not have understood it, but Mr. Acland distinctly refused to accept you as a tenant; your tenancy ceased; he was perfectly right and he let his crop of hay to the reverend gentleman who either has or has not taken it. I do not think we can go any further than that.

Chairman—continued.

The witness withdrew.

Captain Niel Patrick Stewart recalled and further examined.

Chairman.

See 13,122–13,158.

13,374. You desire to say something upon the evidence of Mr. Bryn Roberts this morning about commons?—All I have to say about that is, that not being a lawyer I must really decline to go into any any discussion in this Court, seeing that a question of title is involved. The whole matter has been threshed out in the judicial courts elsewhere—in the law courts in London—and Mr. Assheton Smith has obtained a permanent injunction and the defendants have had to pay his taxed costs. He is perfectly satisfied in the matter.

Mr. *Brynmor Jones.*

13,375. Do you say that the matter was threshed out and that the action went to trial?—The action went to trial, I believe.

13,376. To trial?—Yes, as I understand—well, I do not know.

13,377. No, the defence was withdrawn. There was no threshing out of the matter at all?—Well, Mr. Assheton Smith has got a permanent injunction and he is perfectly satisfied as he stands. Not being a lawyer I cannot go any further into the matter now.

Chairman.

13,378. You express Mr. Assheton Smith's satisfaction at the result of the proceedings so far as he is concerned?—Yes, he is perfectly satisfied with his title.

Sir *John Llewelyn.*

13,379. He claims a private title?—Yes, as lord of the manor.

Mr. *Brynmor Jones.*

13,380. But excuse me, this very matter is dealt with in an award under an Act of Parliament which has been put in?—You are dragging me now into a discussion which I am not prepared to enter into.

Chairman.

13,381. We had better pass away from that, I think, and go straight to your evidence in chief. You are estate agent for Mr. Assheton Smith?—Yes. The estate is the Vaynol estate consisting of 35,936 acres. I have been in charge for nearly 19 years.

13,382. Are you permitted to state the rental?—I will hand it up to you.

13,383. You would rather not state it publicly?—I do not feel quite at liberty to state it.

Chairman—continued.

13,384. Not like Lord Penrhyn?—I was not aware that Lord Penrhyn had stated the rental.

13,385. Yes, he told us what the income of the estate was?—I have not mentioned the matter to Mr. Assheton Smith. I would rather hand it up to your Lordship. Shall I do so now?

13,386. You cannot do it without his permission of course?—No.

Lord *Kenyon.*

13,387. If Mr. Assheton Smith gave his permission, you could send it to us to-morrow?—Yes, I shall be glad to do so.

[After obtaining Mr. Assheton Smith's permission, witness wrote to the Secretary stating that "his income from land is 20,349*l.* a year."]

Chairman.

13,388. Now, will you proceed?—There are about 1,600 tenants—farm tenants and cottagers—exclusive of urban tenants. I have been in charge of the estate for 19 years nearly.

13,389. Are those 1,600 all the tenants, or are there any others?—Those are all tenants connected with the land—the farm tenants and what I might call crofters, and also cottagers. With regard to "recent enclosures whether by "Act of Parliament or otherwise and their "effect on the neighbouring population." I should say that in the parish of Llanengan 221 acres of land were allotted to this estate under the Enclosure Act of 1811.

Professor *Rhŷs.*

13,380. That is Llanengan at the other end of this county?—It is. The land is now common to our tenants in the neighbourhood for grazing purposes, and they have always enjoyed the right free of any additional rent. Also in the parish of Llangian, at Mynytho, there is a tract of land common to our tenants surrounding it, for which they have never been asked to pay rent.

Chairman.

13,391. Where there are rights of pasture over "sheep runs," in whom are such rights vested?—Land available for profitable cultivation is already pretty well utilised for that purpose. Existing mountain lands could not, in my opinion, be more profitably turned to account than as at present, viz., as sheep farms. The sheep runs on the estate are vested in the owner, who charges a rent of from 6*d.* to 9*d.* per acre. Sheep runs are frequently held by two or more tenants in certain given proportions,

Chairman—continued.

and they regulate the number of their sheep accordingly.

13,392. Then you say rents on adjacent farms are not affected in any way?—Yes.

13,393. Then as to the general condition of sheep farming; we have heard a great deal about that from other people; have you anything to say?—Sheep farming, though profitable some years ago, is not very lucrative at present. The price of mutton is low, and so is the price of wool, and a succession of severe winters has caused serious losses in mountain sheep. There is also much preventible loss occurring. Rams are allowed to walk with the ewes all summer instead of being kept in confinement till, say, the middle of October. The consequence is that lambs begin to come in February and beginning of March, when the hills are frequently covered with snow. The ewes have no milk, and the lambs die as soon as they are born, resulting in a heavy per-centage of loss in the lamb crop. Many of the ewes die also.

13,394. Then you say there are very few absentee landlords?—There are very few absentee landlords in this county.

13,395. Is there any difference of language, politics, or religion between the landlord and the tenant?—A difference in language, politics, or religion does not affect the relations existing on this estate between tenants and landlord or agent.

13,396. Then what about agents; what about yourself, you are a practical agent?—I have had a very fair agricultural training. I have farmed in three different counties in North Wales, and I have farmed very largely in Scotland.

13,397. You consider yourself a practical agriculturist?—I do.

13,398. Then what is the usual date of entry in your district?—The 12th November, as to land. Our tenants under their old agreements are entitled to only six months' notice, but twelve months' notice is always given since the introduction of the Agricultural Holdings Act.

13,399. You say farms are let from year to year?—Yes.

13,400. Is there a great demand for leases?—No demand, but leases would be readily granted by the landlord if applied for by eligible persons.

13,401. Do tenants readily accept leases?—No, they prefer not to be bound under leases, and in these bad times they are fortunate to feel themselves free. I think landlords would probably not sympathise with leaseholders to the same extent as they do with tenants from year to year.

13,402. Then, as to changes in tenancy?—Changes in tenancy are not becoming more frequent. We have very few changes on this estate.

13,403. Have any cases of hardship arisen" Do you know of any?—It is hardly for me to say, and should it be said by others that cases of hardship have arisen, I hope to have an opportunity given me of explanation.

Chairman—continued.

13,404. On resuming the occupation of a field or plot for the sake of planting, and so on, do you give notice?—Yes, due notice is given in terms of their agreement and a permanent abatement of rent granted and compensation paid if tenant is entitled to any.

13,405. Do you compensate for timber cutting?—We do.

13,406. You put in a copy of your agreement?—Yes (*handing in agreement*).

13,407. Are any of the clauses considered oppressive?—I have never had any complaints.

13,408. Are penalising clauses common, and are they often enforced?—Never; in fact we have no penalising clauses, if I understand the phrase rightly.

13,409. You give tenants a copy of the agreement?—We supply them with a copy of the agreement, and if necessary a copy in Welsh as well.

Mr. *Grove.*

13,410. Whether they ask for it or not, is a copy of the agreement always given?—Always; there is no tenant appointed on the estate without an agreement, and if he is a man who does not understand English we always supply him with a Welsh copy. I have got the Welsh copy here if you would like to have it in (*handing in same*).

Chairman.

13,411. Now how is the amount of rent fixed?—By valuation.

13,412. Is the rent fixed on a gross sum?—Fixed at a certain sum arrived at by the valuer at so much per acre. The valuer goes over the farm and fixes the value for every field in the farm. He adds up the whole and arrives at the end in that way.

13,413. What do you think about the rents on your estate as compared with neighbouring estates?—I say first of all that all lands on this estate having been valued by the same valuer and at the same time, there ought therefore to be uniformity of rents on the estate.

13,414. Is the rent of the smaller tenantry higher per acre than on the larger farms?—Slightly higher I should say in proportion, but small farms are more expensive to maintain in repair, there being a greater number of homesteads. The slightly increased rental does not therefore benefit the landlord.

13,415. What is the usual rent of average land of different qualities in your district?—Upland farms 4*s.* to 12*s.* per acre or thereabouts. In lowland farms 12*s.* to 25*s.* Very few farms on the estate being let at the latter figure except accommodation lands.

13,416. Now about right of pasturage over a common. Is that taken into account when the rent is fixed?—No; commons are thrown in free of rent. A common is not valued by the valuer.

Chairman—continued.

13,417. You say there are no services?—No services; rent only is demanded.

13,418. Is the rent fixed on the basis of valuation?—It is.

13,419. You say farms are never let to the highest bidder?—Farms are never let to the highest bidder. Fair rents have been fixed by the employment of an experienced valuer of good reputation.

13,420. Then what about tenants with insufficient capital?—Of course landlords do their best to get tenants with sufficient capital, but this is not always an easy matter. Tenants frequently take farms far beyond their means, and have to borrow money at a high rate of interest—interest in fact becoming a second rent. This keeps them in low water for years, sometimes for life. The landlord also suffers of course when the tenant has not capital to do justice to the land.

12,421. Is arbitration ever resorted to?—No, the rents being fixed by a valuer of good reputation it is perfectly easy to readjust them when any field is taken from a farm. For instance, I know exactly on looking up the valuation book what rent to deduct for any particular field

13,422. Then about the fixing of rents in the last 50 years?—24 years ago it was considered the rents wanted equalising, and a valuation was then made, a professional valuer of great experience having been appointed. His valuation resulted in a gross increase of 10 per cent. This is the only valuation made within the last 70 years at least, so that with abatements of 10 per cent. allowed of late years the rent may be said to be the same as they were 70 years ago. With the 25 per cent. allowed on the last two half-years the rents are now lower than there is any record of. When the estate was re-valued some holdings were reduced in rent, but the general result was 10 per cent. of increase.

13,423. Then about permanent reductions and temporary abatements?—Permanent reductions have been made on several farms. With regard to abatements from May 1886 to 1889 10 per cent. was allowed. In 1888 55 per cent. was allowed. In 1892 10 per cent. on rent, and tithes was allowed. November 1892 rents postponed to following March, and 25 per cent. allowed. May 1893, rent postponed to August, and 25 per cent. allowed. Total amount of abatements from May 1886 to May 1893, 20,589*l.*

13,424. You have given notice, I suppose, to tenants of such abatements?—Yes, about three months' notice.

13,425. When you raise or reduce your rents what do you do?—Well, they are very seldom touched at all except when a tenant dies out.

13,426. Does the change depend on a revaluation?—The rents having been fixed by a valuer 24 years ago have as yet undergone little alteration. Some years ago when things were flourishing, a slight increase was made to a new tenant occasionally, but in most instances such increase has been reduced again, or improvements given as an equivalent.

13,427. Need we go into the chief fluctuations in prices affecting rent within the last 50 years?—Well, I have only a very few words. I cannot go back so far as 50 years, but I remember in 1885 and 1886 when rinderpest was raging on the continent prices went up to abnormal figures owing to the embargo placed on the importation of foreign cattle. Prices continued high for several years, and there were times of prosperity to the British farmer. At that time the importation of meat from America was unimportant, but since then it has increased enormously, particularly in live stock, thousands of cattle arriving in the Mersey alone every month. To this is mainly due in my opinion the low price of beef and mutton which has prevailed for several years. Until the population of America Australia and New Zealand increases to such an extent that the imports from these countries diminish, I see little hope for the British farmer. I share in the belief, however, that we have seen the maximum of wheat imports, and have arrived at a point from which they must diminish, and if this view should prove correct, I have no doubt there are better days in store for our farmers.

13,428. Then about the payment of rent. How soon after it falls due is the rent usually paid?—From two to three months.

13,429. Do you approve of the preferential claim for rent?—It helps the tenant so far as his relations with his landlord are concerned. The landlord is in a position to be more easy with the tenant, and grants him more indulgence than otherwise he would.

13,430. Then the tithes and income tax are paid by the landlord, and the rates by the occupier, you say?—Yes.

13,431. Have local rates increased within the last 25 years?—Yes, but I cannot say to what extent. The increase is paid by landlord and tenants alike on their respective occupations.

13,432. Now about your average size of farms?—Taking the average of our farms would convey an imperfect idea, as we have many mountain farms. We have a great many lowland farms of from 30 to 60 acres. I may add to that that we have something like 500 holdings below 10 acres or thereabouts.

13,433. As to consolidation have you anything to say?—On this estate there has been consolidation to no appreciable extent. I do not think there are more than half-a-dozen instances or so on the whole estate. The object being to have one homestead instead of two, where two homesteads lay almost together, only done at the death of a tenant, except in two instances when other farms were given to the tenants. Farms have been divided and cut up to a much greater extent than consolidated on the Vaynol estate. I can remember but one instance of an upland can being consolidated.

13,434. Then what have you to say about sub-division and subletting of holdings?—It is

Chairman—continued.

difficult on a large estate to entirely prevent subletting, and more or less of it goes on on most estates. A clause in our leases forbids it, but tenants frequently transgress, and I have known instances of subletting at double the rent paid. Then I can give instances if you wish it. I have the instances here if you choose to take them. If not, I will supply them at any time.

13,435. Do you think that large farmers suffer the most, especially in times of trade depression?—I do, because they have more at stake.

13,436. As to their inability to provide for their families you say no line can be drawn?—No.

13,437. Then as to scarcity of labourers?—Labourers are getting more scarce I believe, and very much higher paid. Some farmers keep their fences ditches and watercourses in good order, others sadly neglect them.

13,438. Then, is there much land still waste which is capable of profitable reclamation by ploughing up rough land?—A good deal could be done in that direction.

13,439. Could be?—Could be.

13,440. And could be done in draining as well?—Also in draining. The landlord supplies drainage pipes free of charge.

13,441. At whose expense is pasture laid down?—The tenants in this county on every estate that I know of lay out their pastures.

13,442. Do you give them seeds?—Oh, no. I have never heard of any landlord in this part of the world doing it, or in Scotland, or in any county of North Wales that I have been to.

13,443. Root crops, you say, are much about the same?—Yes, increasing slightly; but more roots could be grown with advantage to the tenants.

13,444. Fallowing has gone out, of course?—I would like to read my reply to these questions. The nature of farming changes from time to time according to circumstances. When grain is low more land is put under grass, and when stock is low more grain is grown. The system of fallowing is becoming obsolete in these parts, and none too soon. It is simply a premium on laziness, and farmers in these times cannot afford to let land lie dormant merely for the purpose of cleaning it.

13,445. What improvements are generally made in your district by the landlords?—Building, and contributing materials for repairs, such as timber (including manufactured doors and windows), slates, lime, flooring and ridge tiles, landers, chimney pots, planting for shelter in exposed situations, supplying pumps where there is a scarcity of water, lime for agricultural purposes at reduced prices, pipes for draining free of charge, &c.

13,446. And what improvements are made by the tenants?—Draining, liming, building, and repairing, the landlord contributing. Tenants do most of the horse and cart haulage. What I want to point out is that a vast amount of material is sent by rail and ship for which the landlord always pays.

Chairman—continued.

13,447. Then, in the case of co-operation in improvement, how is that arranged?—In building the landlord provides timber—manufactured doors and windows——

13,448. That is pretty much a repetition of your previous answers?—That is so.

13,449. Then in case of improvements compensation is usually paid by agreement?—Yes; our estate agreements provide full compensation to the tenants for all improvements done with the landlord's approval.

13,450. The agreement has been put in. Do you contract out of the Agricultural Holdings Act?—No, we do not.

13,451. You have never had any applications for specific improvements?—Never; our tenants consider they are better secured under the terms of their agreements.

13,452. But is such consent readily given when asked for?—It is never asked for, but would not be refused unless the proposed improvement was deemed injudicious and unwise.

13,453. Then what do you say about the custom of the country?—All our tenants being under agreements, with clauses covering valuation of crops, unexhausted manures (farmyard and artificial), tillages, &c., we do not go by the custom of the country.

13,454. The agreement covers all the rest?—Yes.

13,455. Have there been any cases in your district where an outgoing tenant has failed to obtain sufficient compensation for his improvements?—I am glad to say tenants have left the estate who frankly admitted they had been fairly and liberally dealt with, but a few could probably be found who would say they had not received "sufficient" compensation. Who is to be the judge of what is "sufficient"? Thousands of pounds have voluntarily been paid to tenants on this estate who could not claim a farthing under their agreements.

13,456. Then you say there is no right recognised as belonging to tenants to dispose of their interest in their holdings?—No; if a tenant has made certain improvements under his agreement giving him an interest in the holding he is entitled to be compensated by the landlord, who reserves the right to appoint a new tenant.

13,457. Then about the sheep on the farm, is the landlord obliged to take them?—The sheep stock is usually taken over by the incoming tenant, either at valuation or by private treaty as may be arranged. There is no compulsion. Sheep bred on a farm are usually worth more to the incoming tenant than they would fetch in the market, so he generally arranges to buy the stock on the ground.

13,458. You do not think much of the Agricultural Holdings Act?—Well, there are great difficulties, such as estimating the true value of unexhausted manures.

Chairman—continued.

13,459. Then about game preservation; have you any trouble about that?—The game is usually preserved near Vaynol. Tenants on this estate were allowed to kill rabbits long before the Ground Game Act was heard of. They do not destroy the hares, as in the event of damages being done by them the tenants are properly compensated.

13,460. Is there much damage done by game to the crops?—There is a little, but not to a serious extent. Tenants are always compensated for any loss sustained by them. I estimate the amount, and if they are not satisfied the matter is referred to valuers mutually appointed. In only two instances have the tenants been dissatisfied with my valuation. The matter having therefore been submitted to two valuers, they fixed the amount at a trifle less than I had offered the tenants before.

13,461. The tenants of course do not beat the covert, and it does not affect cultivation to any extent?—No.

13,462. What have you to say about the relations between landlord and tenant?—The kindly relations between landlords and tenants are not affected, because if damage is done it is fully compensated for.

13,463. In your petty sessional district what proportion do offences against the game laws bear to other offences against property?—A very small proportion. I say that I think game preserving affects the public beneficially.

13,464. Is the law of trespass in other respects satisfactory?—I think so, but I may not be a competent judge.

13,465. Who exercise sporting rights over Crown lands and commons?—The parties authorised by the Crown under lease or otherwise do so.

13,466. No attention is paid to fruit culture?—Very little, I think.

13,467. You have got some market gardens, and garden allotments?—I believe market gardening and garden allotments, are receiving a little more attention. We have a considerable number of garden allotments on this estate, many of them made recently.

13,468. Poultry farming?—Poultry farming is followed to a considerable extent.

13,469. Then is there any butter and cheese making?—Yes, great facilities are now offered by the Agricultural Department of the University College, Bangor, and are very largely being availed of.

13,470. Field experiments?—Field experiments are carried out in different parts of the counties of North Wales. Demonstrations are held in butter making, and extension lectures are being delivered in various parts of the country. Schools are established for dairy purposes. Botany is being taught.

13,471. Then as to railway rates?—Railway rates are said to be too high.

13,472. Is there any co-operation among farmers for farming operations generally—threshing, harvesting, sheep-shearing, and so on?—For such purposes neighbouring farmers assist each other.

13,473. Do farmers insure their stock, and so forth?—I am not aware that they insure to any great extent.

13,474. Are there in your district many peasant proprietors or small freeholders who have inherited their holdings from their ancestors?—There are a good few.

13,475. They have not decreased?—No; peasant proprietors have increased, and are going on greatly increasing by purchasing their farms when opportunity presents. "Inherited" freeholds have not increased, and I cannot say that they have diminished. The next generation can say "inherited" freeholds have increased tenfold.

13,476. Have many tenant farmers bought their holdings?—There are a vast number, because opportunities present themselves, portions of several large estates having been sold by auction.

13,477. And good prices were realised?—Very good prices were realised. The remainder of the question I am unable to answer.

13,478. You do not think the condition of freeholders has improved, as compared with yearly tenants in their neighbourhood?—I do not think their condition has improved. I believe they were more comfortable as tenants, having the landlord to assist them in improvements, and granting an abatement of rent in hard times.

13,479. "To what extent do farmers and their "wives take part in the manual labour of their "farms?"—There are farmers with and without wives. Some farmers work hard, and are most industrious, others take things easy, and some are downright lazy.

13,480. Do the children work at home?—Where there is a large family one or two of the sons and daughters frequently help their parents. The others go into service, or into some trade or profession. Assuming that a son remains on a farm helping his father, he usually succeeds as tenant. Frequently they are remunerated, and receive wages. When they do not, they are assisted to like farms on their own account.

13,481. Do parents make provision for their children if they can?—It depends on the parents' means. Many are well off, having done well, and others have not.

13,482. You think present rents could be maintained if wages were paid for children's labour?—They certainly could. We rarely have a farm vacant for which there are not 20 to 30 candidates. On many farms there are no children, and many tenants get on well, if not better, without them.

13,483. Do you say anything about the proportion of farm labourers?—It is impossible to give an answer generally to a question put in this form. In the first place, no two farms are alike in this respect. One may be all hired labour, and another with no hired labour. On one farm there may be many members of a

Chairman—continued.

household and on another only the tenant or his widow.

13,484. Then, with regard to cottages?—The number of cottages is gradually being increased. About 100 additional cottages have been built within the last 15 years.

13,485. Sometimes, I suppose, on farms and sometimes in villages and hamlets?—They are sometimes on farms and sometimes in villages and hamlets. The condition and construction are fairly good on the whole.

13,486. Then about gardens, allotments, or small holdings attached to cottages?—Cottages, as a rule, have gardens attached to them. A considerable number of garden allotments have been formed in this estate of late years.

13,487. You generally let the cottages on your estate direct?—On this estate the cottages are generally in the hands of the landlord, and let by him direct. Some cottages go with the farms on which they are built and are occupied by married labourers.

13,488. Have you anything to say about the migration of farmers or labourers?—I have never heard of any migration of farmers from this district. I have heard of a few quarrymen going to America, but many of them return. I have also heard of some labourers going to work in the coal mines in South Wales.

13,489. You do not suggest any remedies?—No, I prefer hazarding none. I leave that problem to wiser heads.

13,490. Then what do you say as to the general relations between landlord and tenant?—Speaking in a general way, the landlord and tenants on this estate are on most friendly and harmonious terms. The best evidence I can give as to this are the letters and the address presented to Mr. Assheton Smith within the last few months, and signed by many hundreds of his tenants. [*A book containing this address was handed in.*] I think there is a letter inside that.

13,491. Was this address presented on the landlord's marriage?—No, that was given in March last.

13,492. Then can you give us any particulars about the moneys spent in repairs?—I can.

13,493. Then give us the particulars and details of moneys, if you please, spent in repairs?—From 1857 to 1866, that is 10 years, 70,497*l.*; that sum includes 780*l.* 8*s.* 11*d.* compensation to tenants for unexhausted improvements; 1867 to 1876, that is 10 years again, 89,506*l.*, including 2,541*l.* 11*s.* 4*d.* compensation to tenants for unexhausted improvements; 1877 to 1886, that is ten years, 98,941*l.*, including 2,430*l.* 18*s.* 3*d.* compensation to tenants for unexhausted improvements; 1887 to 1892, that is five years, 48,422*l.*, and that sum includes 569*l.* 4*s.* 3*d.* compensation to tenants for unexhausted improvements. The total amount expended from the year 1886 is 307,866*l.* The total amount paid to tenants for compensation for unexhausted improvements is 6,321*l.* 12*s.* 9*d.* Interest charged occasionally, but not frequently,

Chairman—continued.

2½ per cent. to 5 per cent., according to circumstances. The whole amount on which interest has been charged is 8,193*l.* 6*s.* 7*d.*, and the total amount of interest charged thereon is 386*l.* 11*s.* 2*d.*, being a little over 4½ per cent.

13,494. I suppose you have had families on the estate for generations?—There is a list here which I should like to put in first of all. I ought to explain that, in order to arrive at this, I sent out a circular letter with a fly-leaf attached to it with a half-penny postal stamp on it, and inviting the tenants to reply. I sent out some 700 of these to the principal tenants; they were not all principal tenants, there were some medium and some small tenants, and out of that number I received 660 replies by circular letter, and the result is as follows:—

Occupations held under				20 years	44
„	20 years and under		30	„	32
„	30	„ „	40	„	42
„	40	„ „	50	„	91
„	50	„ „	60	„	57
„	60	„ „	70	„	48
„	70	„ „	80	„	37
„	80	„ „	90	„	35
„	90	„ „	100	„	24
„	100	„ „	150	„	93
„	150	„ „	200	„	51
„	200	„ „	250	„	68
„	250	„ „	300	„	17
„	300	„ „	350	„	16
„	350	„ „	400	„	Not known
„	400	„ „	450	„	4
„	500 and over		-		1
					660

The number of families in occupation over 50 years is 451 out of the 660 replies that I have received.

Mr. *Griffiths.*

13,495. You say labourers are rather scarce; is the reason that they have not cottages in the country?—Oh, no, I do not think so. I never heard that given as a reason.

13,496. You think there are sufficient cottages on the farms?—Well, the number of cottages are increasing year by year, and they are becoming more comfortable year by year.

13,497. Do the cottagers pay any attention to bee-keeping?—Very little.

13,498. I saw some bee-hives the other day round in this part of the country?—Well, you do find a few bee-hives here and there in this part of the country; but there are very few in other parts of the country.

13,499. Are the garden allotments a success?—Oh, a decided success. We have over a hundred of them.

13,500. Are they used by labourers or by quarrymen?—They are generally in the neighbourhood of towns. There is a large number in the neighbourhood of Carnarvon here, and we

Mr. *Griffiths*—continued.

have recently laid out a number of garden allotments in Pwllheli. They are all very much appreciated, and it is a very good thing to encourage.

13,501. What quantity of ground do they cultivate in each allotment?—I do not think there is more than a quarter to half an acre each.

13,502. Is it all cultivated by manual labour?—Yes; it is all done by spade work.

Mr. *Seebohm.*

13,503. I see there is this clause in the agreement: "The lessee shall not be entitled to claim "compensation for improvements mutually "agreed upon between landlord and tenant and "at the joint expense of both parties." In case of the death of the tenant or his leaving his farm very soon after having done a large amount of haulage, would you not think that was a thing for which he should be compensated?—There is not a year that passes in which the tenants are not compensated for improvements which have not been executed under the terms of the agreement. We have paid a great number of thousands of pounds (I think I have mentioned it here) for improvements which did not come under the terms of the tenants' agreements. That is because they have not asked for and obtained the necessary consent.

13,504. But this is not a question of necessary consent. This is where improvements are mutually agreed upon. The question of haulage we have had up several times. It does not seem to be compensated for in the agreements?—No.

13,505. Would it not be fair to compensate them for it?—Well, I think as a rule that the haulage is done by tenants in this part of the world, that is, near home. When we send materials, for instance, to the other end of the county (Lleyn), we always send it by ship or rail, and we pay the haulage ourselves. I think it is a good custom, and it is according to the custom of the country.

13,506. Supposing the tenant does haulage, would you not think it fair that he should have some compensation for it?—I think the agreements might be improved in more points than one.

13,507. You do it in isolated cases?—Yes, we do it very frequently. We did it in Tynllwyn. The tenant was paid for the numbers of loads that he carried, although the man could not be checked in any way. May I be allowed to rebut some evidence?

Chairman.

Mr. Brynmor Jones wants to ask you some questions; then we will take your other evidence.

Mr. *Brynmor Jones.*

13,508. I think you will agree to a great deal of the evidence we have had to the effect that farms are not very large?—Yes.

Mr. *Brynmor Jones*—continued.

13,509. The number of small holdings is numerous on the estate, is it not?—I do not think there is an estate in the Principality which has more small holdings than the Vaynol estate.

13,510. That is what I thought. The tenants all speak Welsh?—Nearly all. They speak English nearly all pretty well; but when we are transacting business matters I have always had an interpreter to translate between us.

13,511. Are any of the farmhouses allowed to decay and fall in?—No; very few instances of that. We have a few instances, but not very many.

13,512. Are there labourers' cottages on this estate?—We have a vast number of quarrymen's cottages.

13,513. I suppose they would come under the category of labourers?—We have about 500 quarrymen's cottages on the estate with small plots of land attached to them as a rule, varying from 3 to 10 acres.

13,514. I do not know whether you remember the case of arson that was referred to at Pwllheli?—No, I did not hear it.

13,515. The point has really nothing to do with the alleged arson; but the point I was making at Pwllheli was this, that it turned out there that the house was a mere mud cottage with two rooms?—Oh, yes, I did hear about that. See 11,76

13,516. You were in court?—No, I was not in court. I heard nothing about that, but I think there was an instance of that when I was last in Lleyn some months ago. I think it came before the magistrates. I do not know whether there was a conviction or not. That was the case of a little cabin sublet by a tenant.

13,517. That is so?—Yes. I believe it was the case of an outhouse, and the tenant allowed a woman or two women to come and squat there, and that is how it occurred.

13,518. Are there not other cabins of the same kind on the farms?—I am not aware I do not know of a mud cabin on the whole of the Vaynol estate.

13,519. Except this one?—Well, that I have never seen. I only heard and read reports about it.

13,520. What are the sanitary arrangements in farmhouses, speaking generally? Are there waterclosets or privies?—Yes, in the best class of houses there are.

13,521. And in some none at all?—And in some none at all. There is always an outside privy.

13,522. Do you know anything of the late Lord Newborough's estate?—I cannot say that I do. It is an adjoining property. That is all I know about it.

13,523. Do you know whether it was the policy of the late Lord Newborough to consolidate as much as possible these small holdings?—I cannot say that. I do not know. I can only say that the buildings on the Newborough estate are very good, they are about the best I should say in this county.

Mr. *Brynmor Jones*—continued.

13,524. But you do not know whether it resulted in the consolidation of these small holdings?—No, I am not aware.

13,525 May I take it that you agree with the evidence of several tenant farmers that it is extremely difficult to pay the rent, even after allowing the abatements?—Yes, in these times there is a difficulty no doubt. These are very hard times.

13,526. Is that even the case with hard-working tenants?—Oh, yes, in the case of all.

13,527. I suppose most of the farmers, seeing how small their holdings are, work themselves. They are not mere superintendents but work themselves?—There is a certain class of farms which are not sufficiently large to maintain a family or even to maintain a farmer. He probably farms 8 or 10 acres, and he goes to work somewhere in the neighbourhood because the farm is not sufficiently large to keep him constantly employed.

13,528. How long has your experience been as a land agent?—Nearly 19 years.

13,529. It is said that you were in the army?—No; in the militia.

Chairman.

13,530. Mr. Vincent puts these questions: "Have you ever taken prizes for the breeding of stock?"—Yes, a large number. I may say that I have won prizes for the best managed farms as well.

13,531. "Is it correct that you won the gold "medal of the Highland and Agricultural "Society of Scotland for a report written by "you as to the relative advantages of dipping, "pouring, and smearing of sheep?"—Yes.

13,532. "Seeing that one of the witnesses "(Daniel Jones) said yesterday that land agents "were frequently men who had not succeeded "in other lines of life, would you mind telling "us what your experience has been?"—I am pleased to say that my experience has been a very happy one: the happiest years of my life have been devoted to farming. I may say that during the 14 years I farmed previous to becoming agent I had trebled my capital with farming.

13,533. Mr. Vincent asks: "Do you think "agents are frequently men who have not "succeeded in other lines of life"?—I can only speak for myself.

13,534. This question is put by Mr. W. J. Williams: "Is it not a fact that an advance is "made upon every new name placed on the "books of the Vaynol estate, and thus causing "a continual state of advancement?"—It is entirely wrong.

13,535. This question is put by Mr. J. R. Hughes: "Is it the custom when a tenant dies "that the holding will not be let to the widow, "except some workman at the quarry be a "co-holder?"—I have never known a widow on a farm not to succeed on this estate.

13,536. Do you put a workman in the quarry as co-owner?—With regard to quarry cottages

Chairman—continued.

I ought to say this: These cottages and quarry holdings have been made specially for quarrymen working at Dinorwic, and we like to see them kept by the quarrymen, so that when the husband dies we like to see the widow take in a son or nephew, or if that cannot be done a lodger, in order to make each cottage the home of a quarryman.

13,537. Is that an invariable rule?—That is what we generally do.

13,538. That is the custom?—Yes.

13,539. This is a question put by Mr. Owen Elias: "How many years is it since a valuation "has taken place on the Vaynol estate?"—Twenty-four years.

13,540. "Is it a practice with you in letting "a farm to a new tenant to advance the old "rent?"—No, it is not the practice, it is done occasionally; it just depends on circumstances. Sometimes we pay a tenant hundreds of pounds compensation for improvements, and then when we take in a new tenant we do advance the rent a bit.

13,541. I do not know whether you can answer this: "What difference does that make "in your rentals?"—What difference does what?

13,542. The raising of rents to new tenants, annually?—I do not admit that we raise the rents annually to new tenants. I say it is rarely done, it is done in cases where compensation is paid to the outgoing tenant. I look upon it as improving the land. If you pay more money to improve it you ought to derive more money from it. If we spend money on permanent improvements, and it is let to a new tenant, we expect a slight increase of rent in such a case.

13,543. "Has the above caused great differ-"ence in value of some class of farms?"—I do not quite understand the question.

13,544. Very well; I do not know that you need answer that. Then this is a question by Mr. T. W. Williams: "In your opinion, which "costs most, the materials for building, or the "haulage, and labour and stone?"—They are supposed to be just about equal.

13,545. "When a tenant leaves do you com-"pensate him for his labour and haulage?"—It "depends upon what arrangement was made "with the tenant at the time.

13,546. That is not an invariable custom?—No.

13,547. This is a question by Mr. R. R. Jones: "What leases do you grant on small holdings "which tenants cultivate at their own cost "from mountain land?"—Leases have never been asked for.

Mr. *Brynmor Jones.*

13,548. Is it the case when a farm is vacant that there are very many applicants?—Yes; it is.

13,549. Twenty to 30 applicants?—Oh, that is quite a common thing, even for a poor farm.

Chairman.

See 12,943–13,006.

13,550. Now we will take the rebutting evidence you wish to give. What portion of Thomas Williams's evidence do you wish to rebut?—Every figure he has given is entirely wrong, and entirely misleading.

13,551. Where shall we begin?—At the beginning. He told you for one thing that he did not know why he was sent out of his farm. As he declined to tell you, I had better do so. He was sent away because he was a most inveterate poacher. He poached over and over again, and Mr. Assheton Smith forgave him over and over again, and the third time he forgave him Thomas Williams gave a most solemn declaration he would not poach again. However, he did poach again, and it was then we turned him out.

13,552. The poaching case was after sunset, when he was taken up for catching a rabbit on the railway line?—That was not this case at all. I do not think the case he was convicted for was on the railway line.

13,553. That is what he told us. That he took a rabbit on the railway line, and two keepers jumped over the wall and collared him?—I forget the details; but I have the date of the conviction here.

13,554. He took a rabbit on the limits of his own farm, he said, and two keepers jumped over the wall and took him into custody?—I cannot say anything with regard to the details of the case, but he was convicted.

Mr. *Brynmor Jones.*

13,555. But why did the keepers take him into custody?—The case came before the magistrates at the time, and he was convicted.

Chairman.

13,556. You do not rebut that?—Do you mean about being on the railway?

13,557. You do not rebut that he on his own farm, on the railroad, took a rabbit out of the trap, and that two keepers came over the wall, and took him into custody for that?—The man was convicted before the magistrates, and I cannot say more than that.

13,558. We want to know what the case is. Do you rebut that part of his evidence?—I should like to get a copy of the evidence before the magistrates' clerk. I can give the date of the conviction.

Mr. *Brynmor Jones.*

13,559. Just notice the point and see if his statement is untrue. What he said was that he simply took the rabbit from the trap within the limits of his own farm. The point we are making is this, that the action of the gamekeepers in seizing his person seems rather violent?—I hardly see how you can pass an opinion on the case without hearing the evidence.

Mr. *Brynmor Jones*—continued.

13,560. What evidence?—The evidence given by the keepers.

13,561. The question is, do you contradict the evidence given by him to us?—I say the trap was first of all Mr. Assheton Smith's trap, and therefore he first of all stole the trap to catch the rabbit.

13,562. Was he seized?—Yes.

13,563. For what?—Poaching. Surely they had a right to do that. It was not the first, second, or third time; he was found to be constantly poaching.

Chairman.

13,564. Is it or is it not the fact? You seem to know that he was taken up by Mr. Assheton Smith's keepers for taking a rabbit out of a trap?—It depends upon where the trap was.

13,565. I do not want you to answer if you do not know. You told me it was Mr. Assheton Smith's trap, therefore you seem to know something about it. Was he, or not, taken up by Mr. Assheton Smith's keepers for taking a rabbit out of a trap on his own farm?—He was taken up for poaching, and convicted for it.

13,566. You do not wish to say anything about Mr. Assheton Smith's trap?—No, I do not.

13,567. You simply say that he was taken up for poaching?—Yes, for repeated acts of poaching. When the November term was out, and the time had expired, he refused to turn out. There was a good deal of disagreeableness then, and he pleaded very hard to be forgiven, and even then he was forgiven. He was forgiven, I ought to say, on his signing a letter of apology which was written out by me, and has been put in evidence. He pleaded very hard to be allowed to go on for another year, because the price of cattle was very low at the time.

13,568. What does your evidence rebut?—I will rebut a lot of his figures now with regard to Parkia Rhos, that is his own farm. He says the rent was 36*l.* That is wrong, the rent was 45*l.* 12*s.*

13,569. Was the farm ever in his occupation at 36*l.*?—It might have been 36*l.* one hundred years ago. I do not know. This is a property we purchased in 1867.

13,570. When was the rent raised to 44*l.* 15*s.*?—It must have been before Mr. Assheton Smith purchased the estate.

13,571. When was that?—In 1867. Thomas Williams stated that the rent was 36*l.* at first.

13,572. But afterwards the rent was raised to 44*l.* 15*s.*, and it was 45*l.* in what year?—When Mr. Assheton Smith purchased the property in 1867 the rent was 45*l.* 12*s.*

13,573. He says 44*l.* 15*s.*; there is not much difference about it. Then he goes on to deal with Vaynol; when the estate was valued the rent was raised to 49*l.* 10*s.*, he says; do you rebut that?—No.

13,574. He says, "Owing to the labour and "perseverance of my parents and the children "who were obliged to work for their food and

Chairman—continued.

" clothing until they reached the time for " turning out in the world or getting married. " I was bred and born on the spot until the end " of the year 1887." You do not rebut that? —We allowed him to go on.

13,575. "I was turned out without a halfpenny of compensation." Do you rebut that? —Yes.

13,576. How much was he compensated?—He was compensated for game damages several times.

13,577. Was he compensated when he was turned out?—Not for improvements.

13,578. You do not rebut that?—No, I say he was not entitled to improvements.

13,579. He does not say he was. He says he was turned out without a halfpenny of compensation for any of the improvements made on the place?—I should like just to say that he was not entitled to any compensation.

Mr. *Brynmor Jones.*

13,580. He sent in his claim?—Yes.

Chairman.

13,581. He says he was turned out without a halfpenny for all the improvements he had made on the place. You gave him no compensation? —No, because he was not entitled to any.

13,582. He sent in an account for walls and drains?—Yes, he did send it in.

13,583. And he has not had anything to this day—that is right?—Yes.

13,584. He says, "And in all probability I shall never get it"?—No, I do not think he is likely to get it.

13,585. " As the agent has declined to answer my last two letters"—do you deny that?—Yes.

13,586. You did reply?—Yes, I believe he never wrote me a letter which I did not answer.

13,587. " Also I was packed out of the estate " office when I was there on business, and I can " name or indicate the person who turned me " out, and he told me very kindly that the land- " lord would not see me at all, though he was at " the office at the time. I was obliged to sell " my stock when the price of stock was low, " and I think that I lost about 150*l.* by that " means"?—I do not know what he lost.

13,588. " Compared with what I should have " if I had been allowed to remain a year or two " longer there"?—I know he expressed his gratitude for being allowed to remain an additional year, and this is a letter he sent to Mr. Assheton Smith on the subject dated 20th December 1886. He was turned out in 1887:—

Parkia Rhos,
Llanddeiniolen,
Dear Sir, December 20th, 1886.

I beg to acknowledge the receipt of your letter of the 17th instant.

I beg to state that I am greatly obliged to Mr. Assheton Smith for his kindness

Chairman—continued.

and good wishes in this matter, and to let me stay on for another year.

I remain,
Yours respectfully,
Thos. Williams.

13,589. You let him stay on to that time?—Yes. I ought to state further that his sisters had the offer of remaining in the farm after their brother had gone.

13,590. Will you just remind us of that when we come to that. Then: " I have often been acting " as beater in the shooting. I never received a " penny of pay for that." I do not think we need go into that?—Tenants are never employed as beaters, but sometimes for the love of sport they go out in the company of Mr. Assheton Smith, but they are never employed.

Professor *Rhŷs.*

13,591. Would not a poacher be able to beat? —He might if he was honest enough.

Chairman.

13,592. Do you deny that he ever did beat? —Oh, no; he may have been out beating.

13,593. Then there is nothing to deny. " I " was turned out of the place at the end of the " year 1887." Do you deny that?—He was turned out entirely.

13,594. And " they declined to give me a " reason, though I asked the agent."

13,595. You give the reason now?—I give the reason now.

13,596. But did you tell him that he was a poacher at the time?—Yes, frequently. It was not one or two acts at all.

13,597. Then you gave him as a reason why you turned him out that he was a poacher?—Yes.

13,598. You say that?—Yes.

13,599. "The only thing he told me was that " the landlord wanted the place. A new tenant " went into the farm." Is there anything else? —He goes into figures with regard to some other farm; take the Fachwen Farm.

13,600. " It consisted of one farm many years " ago at a rent of 60*l.*" Is that right?—No; it is quite wrong.

13,601. What is it?—Instead of being 60*l.*, the rent when we purchased the property was 188*l.*

13,602. He says many years ago?—If he means a thousand years ago, of course I cannot say.

13,603. No, he says " which consisted of one " farm many years ago at a rent of 60*l.*" Have you any reason to doubt that?—I think so, because in 1840 the rent was 188*l.* It must have been a great many centuries ago, of which Thomas Williams could know nothing, that the rent was 60*l.*

13,604. I suppose that is all hearsay. " The " place has been divided into small holdings for " the quarrymen to build, and they have small

Chairman—continued.

" holdings on lease of 30 years." Is that right?—No, they have no lease, my Lord.

13,605. Small holdings on no lease you say. "It is said that they pay from 5*s.* up to 3*l.*, " according to the size of the holding"?—No, I do not know any so low as 5*s.*

13,606. A few shillings up to 3*l.* Is that about right?—Up to 5*l.*, some of them are.

13,607. " But by this time it is supposed that " the place pays about 400*l.*" Is that right?—No, that is wrong. The rent now received is 362*l.* 3*s.* 6*d.*

13,608. Well, you say it is 362*l.* 3*s.* 6*d.*?—When a man goes into figures, I like him to be accurate, my Lord.

13,609. Of course he had not got the book?—But I would like to explain this, that Mr. Assheton Smith, after he purchased the property expended money on it; he expended 1,573*l.* 5*s.* 8*d.*, whereas Mr. Williams said the tenants did all. He paid for the property 13,500*l.*

13,610. Never mind that. All I want is the rebutting evidence. I do not want to go into that. He says that the place pays about 400*l.* and you say it paid about 362*l.*?—362*l.*, and the rent at the time we bought it, instead of being 60*l.*, was 188*l.*

13,611. " I know of other places where the " rent has been doubled within the last three " years." Is there anything else to rebut?—I think there were some other farms.

13,612. I hope I am not making any mistake, but I want you to have an opportunity of rebutting anything he says, not as to statements of Mr. Assheton Smith himself, we had that in your evidence in chief. He says, " A great part " of the estate of Vaynol is devastated by " game." Is that true?—No, it is very untrue.

13,613. Then " farmers must have fixity of tenure." I suppose you would rebut that. Also they should have arbitration or land court, compensation for improvements, and the abolition of the game laws?—Our agreements provide compensation. It is amply provided for.

13,614. I do not think there is very much more in his evidence. May I ask you, is there anything else you want to rebut. There are some questions put in; the first is by Mr. Williams. " When did Mr. Assheton Smith " become proprietor of Parkia Rhos—before " 1860?"—In 1867, he became proprietor.

13,615. Mr. Vincent asks: " When Parkia " Rhos became vacant, were threatening letters " written?"—There were.

13,616. What were they about—threatening letters who to?—They were threatening the incoming tenant, my Lord. This is one of them. I should like it read [*handing letter in*]. That is a copy of it.

13,617. Do you really wish this read?—I think so, my Lord.

13,618. " William Owen, do not covet thy " neighbour's house. It is a fearful state of " things that such as this must be sent to a " leader in the church of God. What a face " you have, you devil!! to advise others." Who

Chairman—continued.

was this written to? It is an anonymous letter with a coffin at the end. I really should not like to read it?—It was written to the incoming tenant, my Lord.

13,619. We will take it that the incoming tenant got an anonymous letter calling him a devil; the letter was not signed, and there was a coffin at the base of it?—He was intimidated, my Lord, to such an extent that he declined to go to the farm, and I think that fact ought to be known. He was intimidated to such an extent that he was afraid to take the farm, and he never did go there.

13,620. He was intimidated to such an extent by this letter that he declined to take the farm. Mr. Vincent wants to know, " Will you give the date of the conviction"—I take it that is the rabbit controversy?—On the 26th of March 1887.

13,621. Then Mr. J. R. Hughes asks: " Were " leases granted on small holdings previous to " Captain Stewart's time, and have any of these " leases fallen in during his term?"—No.

13,622. They were not granted before you came?—No, my Lord. I am not aware of any leases being granted.

13,623. There were no leases which have fallen in?—No. Some leases in towns have fallen in.

13,624. But not in the estate?—No, my Lord.

13,625. Captain Stewart, you must clearly understand this, that rebutting evidence cannot be long statements saying what had been done and what has not been done, or going into the history of the people; we must have it that this is wrong or that is wrong, this is not true, and so forth; we cannot have a discursive statement going back into ancient history?—I understand that.

13,626. Then, as to the Rev. Robert William Griffith, what have you to rebut about him?—There was one thing he said that is not correct, and that is, that the Vaynol tenants had contracted themselves out of the Agricultural Holdings Act. That is untrue and misleading.

See 12,320, 12,321.

Mr. *Brynmor Jones.*

13,627. Not quite so, for this reason. Though there is no formal statement in the agreement that the Agricultural Holdings Act of 1883 shall not apply, yet you do substitute for the compensation given by the Act of Parliament the compensation contemplated by the third and fifth sections of that Act?—Having clauses substituted—that would hardly justify him in saying that the Vaynol tenants had contracted themselves out of the Agricultural Holdings Act

13,628. That depends upon whether the agreement that your substitute is or is not fair?—I will tell you, if you will allow me, what the tenants think of that clause in our agreement. In 1875, when the first Agricultural Holdings Bill came out, I invited the tenants and I sent circular letters to them asking them to consider well the clauses contained in the new Act, and also the clauses contained in the Agricultural Holdings Act, and if they preferred to go under

Mr. *Brynmor Jones*—continued.

the Agricultural Holdings Act, that Mr. Assheton Smith was perfectly agreeable. They considered the thing and formed committees in different parts of the estate, and a deputation came down and waited on Mr. Assheton Smith and on me, and they came to the conclusion that, all things considered, they were better off under the agreement.

Chairman.

13,629. He says: "Respecting the Agricul- "tural Holdings Acts; the tenants acquiesce to "the wishes of the landlord by contracting out "of its operation. Consequently they derive "no benefit by the Acts of 1875 and 1883." Instead of the words "contracting out of," you wish to say that they conform to the wishes of the landlords?—They had their choice and decided to remain under their agreements.

Mr. *Brynmor Jones.*

13,630. This is the best drawn agreement I have seen upon the point, because it says: "It "is hereby expressly agreed between the parties "hereto that the above-written indenture of "lease shall be considered within the meaning

Mr. *Brynmor Jones*—continued.

"of the 5th and 3rd sections contract of "tenancy and agreement in a lease of the "Agricultural Holdings (England) Act, 1883"?—I am glad you say so.

13,631. I can easily see how the Rev. R. W. Griffith came to be mistaken about it?—Then, I think, he makes a mistake about the interest. He said the interest charged was 5 per cent. Well, he ought to say that the interest varies from nil to 5 per cent. There are cases in which we have spent hundreds of pounds on farms and have not charged one single halfpenny percentage; in others, we charge 1½, or 2, or 2½ per cent., but his remark that we charge 5 per cent. is entirely misleading.

See 12,6

Chairman.

13,632. In some individual instances it is nothing, and in some instances it is small, and in some it goes up to 5 per cent.?—Yes. There is a farm within half a mile of Mr. Griffith's house, or three-quarters of a mile, on which we have in the last few years spent 1,500*l.*, and for which we have not charged a single halfpenny.

13,633. Is that all?—That was all.

Mr. THOMAS WILLIAMS called and examined.

Chairman.

13,634. Are you a tenant farmer?—Yes.

The following statement of the witness was read:—

See evidence of next witness.

"Thomas Williams, 73, Pool Street, Carnarvon, butcher, late of Dolypandy, Bontnewydd, near Carnarvon, says:—

"I occupied the farm of Dolypandy for 32 years, and it had been occupied by my ancestors for generations. The landlord was Mr. Assheton Smith and the rent 12*l.* 12*s.* During the last few years of my tenancy I spent 168*l.* 1*s.* on repairs and re-building and drainage. I produce a statement showing how this amount is made up. [*The statement was handed in.*] Captain Stewart, the agent, authorised the expenditure of this money and promised to compensate me. About three years ago the farm was sold by auction. I offered 590*l.* for it, but it was knocked down at 640*l.* A few weeks before the sale by auction Captain Stewart came to the farm and spoke to me about the improvements I had. He told me how to make out a statement of the amount I claimed and to send it to him. I

Chairman—continued.

made out a statement accordingly, amounting to 168*l.* 1*s.*, and took it to the estate office myself. He was not at home on that day. After the sale I went to the estate office and saw Captain Stewart. He spoke to me about the account and said he could not settle with me until after he had received the sale money. I went there again in a few weeks and asked Captain Stewart to settle my claim. He then asked me if I thought I could recover the money. I told him I thought I could, and I added that I was surprised to find that he was less than his word. He refused to recognise my claim, and I then consulted a solicitor, but I was told that I had no claim as I had nothing but the agent's word authorising me to carry out the improvements, and I ought to have had an authority in writing."

Re-examined. 13,652.

Captain *Stewart.*—May I be allowed to rebut, my Lord?

Chairman.

If you please.

Captain NIEL PATRICK STEWART recalled and further examined.

Chairman.

See above.

13,635. What do you wish to say?—I say that the statement by Mr. Thomas Williams is entirely wrong.

Mr. *Thomas Williams.*

No, it is not. He may die on the spot.

The *Witness.*

I understand him to say that I had promised and then receded from that promise. I beg to say that that is entirely untrue.

[Professor Rhŷs interpreted the evidence from this point to Mr. Thomas Williams.]

Chairman.

13,636. Did he show you this claim of 168*l.* 0*s.* 3*d.*?—He did, and I went over the farm and went through all the different items.

13,637. Did you promise to pay it?—No, he was not entitled to a farthing. He said he made a certain number of drains, but he could not show them to me. He told me that the drains were there, but I could not see them. I told him to open the drains at both ends so as to satisfy me that they existed. I had the clerk of works for the estate with me. I told him that after Mr. Thomas Williams had opened the drains so that he could satisfy me that there were drains there at all, I would send him over to measure them up. I mentioned the date when I would send the clerk of the works, giving him a week or a fortnight. The clerk of the works went over at the date specified and did not find a single drain opened up. Unless he (Williams) could prove to me that the drains existed I refused to pay him. Then he took the matter to a firm of solicitors in Carnarvon. I had a great amount of correspondence with them on the subject and then he went to another firm. I had some correspondence with those solicitors and then the matter dropped, but I ought to say that the first firm of solicitors pressed the arbitration clause upon us, which we agreed to, and this document was drawn up. I do not know what the technical term for it is. I think it is a reference to arbitration. [*The witness handed in the document.*] He appointed his valuer and I appointed another, and when his valuer came to look into the case I believe he found it so bad that he declined to proceed at all with it or to take it up. The reference did not proceed, and the matter dropped to the ground.

13,638. I want to ask you one question, Captain Stewart, if you please. There is a bill here for 168*l.* Did he put in this statement to you?—He put in a statement to me.

13,639. And all this you refused to pay?—There is a new house that he claimed for there, that we built ourselves. It cost us 200*l.*

13,640. Did you pay him anything at all for the building as per the claim?—No, we paid him nothing, my Lord.

13,641. Did you go over the building to see whether this claim was admissible?—Yes, I went over it very minutely, over the whole farm.

Mr. *Brynmor Jones.*

13,642. Did you know that he was expending money on repairing and rebuilding?—No, he had not spent money; we built the house for him, it cost 200*l.*

13,643. You did have conversations with him from time to time?—Yes; a great many interviews.

13,644. Where they in Welsh or English?—I should not like to be sure about the 200*l.* May I be allowed to consult the clerk of the works about it. I did not know that this case was to come on. It was not on the list.

13,645. It does not matter about the amount; but you had interviews with him. Were they in Welsh or English?—Oh, he talks English very well.

13,646. Did the tenant do the haulage?—Yes.

Chairman.

13,647. Was he paid for that haulage?—No; he was not. I will tell you the reason why he was not paid: because he badgered us with one firm of solicitors after another to such an extent.

13,648. We only want to know whether he was paid, or whether he was not?—He put us to such an enormous amount of expense in the matter, that we did not consider he required much consideration at our hands.

Mr. *Brynmor Jones.*

13,649. Then I understand you would have paid him the compensation if he had not gone to a solicitor?—Well; if he had gone differently about it, we might have been kinder to him. Still I want it to be clearly understood that he was entitled to nothing.

13,650. But did not you give him to understand that you would pay for the haulage, or give him something for haulage?—Most decidedly not; I did not.

Mr. *Griffiths.*

13,651. Are you certain, Captain Stewart, that these drains were not made?—The few drains that were there I was told by neighbours were there before his time altogether; the previous tenant had made them. It was of all the farms on the Vaynol estate the least improved; it was the same wild wilderness that it was when I came to the property 19 years ago; there was no improvement at all. He is a lazy useless man.

Mr. THOMAS WILLIAMS recalled and further examined.

Professor *Rhŷs.*

13,652. Have you anything to say on what you have just heard?—Yes.

13,653. Will you say it?—Captain Stewart came to my place when I saw in the paper that it was to be sold. He came there to see the place. He said he would not like to be unfair to me.

13,654. What else did he say?—He ordered me to make out the bill, and said that I should

Professor *Rhŷs*—continued.

measure everything, and I did so. When I built those last pigstyes I told him to measure them himself. I went there after the auction to ask if he had any other place for me, and he replied "Not just now;" and after I had talked with him a little, he asked me if I would put in the bill, and I said, "Yes," and he said, "All right."

The witness withdrew.

Mr. J. H. ROBERTS called and examined.

Chairman.

e 12,398, 455.

13,655. Are you a solicitor?—Yes.

13,656. You come forward to contradict the statement of Mr. John Jones, of Ty Cnap, as regards the Reverend Mr. Constable Ellis?—Yes.

13,657. What can you tell us about that; what do you rebut?—First of all, Mr. Ellis is very ill, and he wrote to me saying I knew more about this matter than anybody else; he was not able to leave his room, and he sent me some papers and asked me to come here. I happen to have had some business relations with Mr. Ellis as solicitor, and I happened then to live immediately adjoining Ty Cnap, just across the road, and, as John Jones himself has said, I was pretty well acquainted with the whole transaction. John Jones has alleged in one instance that there were no buildings on the farm when his son went there, and afterwards that he was encouraged to build——

13,658. He says, "When my son took pos- "session of the farm there were no outbuildings; "the house is in a very dilapidated state, nearly "down." Is that so?—No. First of all, I prepared the agreement under which he went in.

13,659. What year was that?—The year 1880. The house was new in the greater part. There was an old cottage converted into outhouses; there was a cowhouse and stable, and I think a barn as well. However, this agreement recites this: That he (Henry Jones) is to pay 50*l.* a year for the first two years, and 60*l.* afterwards, and "Inasmuch as the rent for the two first years is "to be less than afterwards, the tenant shall "forthwith on his obtaining possession put the "house and all outbuildings in good repair." That was the first allowance. There was a 10*l.* reduction in rent——

13,660. Do you say it was in very good repair?—The outbuildings were in bad repair, and the house was in good repair.

13,661. The outbuildings were so bad that Henry Jones was given an allowance of rent to put them in repair?—Yes, and within the first year or so Mr. Ellis informs me that he gave him 24*l.* in cash.

13,662. Is there anything to prove that?—Mr. Ellis himself writes to me so.

13,663. But nothing else?—I do not know that I have a receipt for it.

13,664. No receipt?—I do not know that I have. Mr. Ellis writes me a letter which perhaps under the circumstances, my Lord, you will allow me to read presently.

13,665. Certainly?—Then he alleges a most curious transaction. He says that no compensation whatever was paid to him, but that a loan was given to him and that he paid 4 per cent. interest on it, and that he pays that interest to this day; leading you to infer, as I understand, that it was simply a loan transaction, he continuing to pay interest after the place was sold to him, and his remaining under liability to pay the principal.

13,666. What I understood him to say was that it was added to the rent?—Yes, my Lord.

Mr. *Brynmor Jones.*

13,667. The document put in by Mr. Vincent calls it a loan. I agree with you that it is singular?—I have not got that agreement now. However, call it what you will, it was not a loan. It was prepared by a clergyman.

Chairman.

13,668. It was a sum of money given, and a certain per-centage was charged?—Yes. Henry Jones, the son, became tenant. He applied for the farm. He was a butcher in Carnarvon; he represented that he was a man of means and could improve the farm and fatten cattle; that he would do himself good as a butcher and improve the land as well. He was an active man, but unfortunately soon after he took the farm he became ill, and eventually died. Rushing as many men in Carnarvon and many town men do, into land, he rushed also into expenditure upon it, I am afraid injudiciously, and he did expend some money upon it. Mr. Ellis tells me, and I believe it is the fact, that he remonstrated with him and told him he was wrong in spending so much money on the place, that it did not want it, and that he was overdoing it, but nothing came of it until Henry Jones died, and then John Jones, finding himself short of money, was in a difficulty what to do. There was a question of his continuing tenant, but he could not continue tenant without money; and he then applied to Mr. Ellis for his consideration. I went over the farm with Mr. Ellis and himself. We afterwards determined that it should be valued exactly on the lines Mr. Bryn Roberts has described here to-day. A mention of a lease was made. After Henry Jones's death, it was mentioned or suggested as one of the modes of compensating him, but when that was talked of it was distinctly thought that that lease should be a personal lease, not assignable. But in the event of the lease having been given we found that he had not got means, and I think I myself suggested that a money payment would be better. That was resolved upon. Mr. R. J. Davids of this town, a surveyor, went over, and was told to value liberally upon the basis of paying John Jones or awarding John Jones a sum that would represent the increased value of the farm to the landlord or to an incoming tenant. A sum of 150*l.* was paid to him upon that basis, upon Mr. Davids' valuation. I think his actual valuation was a little less, but 150*l.* was paid. From that date no improvements upon buildings were made; the whole thing stopped. I think there are some little improvements since in respect of a very small patch of ground near a road; with that I have had no business relation myself, though I know pretty well the facts. The whole question was finished at that time. Then John Jones says in his evidence that at the time this arrangement was made he was sure Mr. Ellis contemplated selling and also that he thought that his expenditure added to the price of the land when sold. The fact of that is this. Mr. Ellis had no idea of selling at the time. He was tempted to sell by an offer by Mr. John A. Williams, who

Chairman—continued.

wanted to buy, and he had no idea of selling until that date. That was about two years after the settlement.

13,669. I think you are pretty well agreed as to the facts after all. The only difference is this: you say it was not a loan, but that this 150*l.* was advanced by the reverend gentleman to his tenant, and his rent was raised from 48*l.* to 54*l.*; that is so, is it not?—I do not think so, quite. Four per cent. would not be that difference.

13,670. The previous rent was 48*l.*, and it is now 54*l.*?—The surveyor, I believe, represented the increased rental value of the farm by that much.

13,671. Very well. Then, 150*l.* was given by the reverend gentleman to his tenant, and that Mr. Ellis thought compensated him for the 300*l.* as well, in addition, which he laid out on the reverend gentleman's farm by selling some property that he had at Carnarvon previously?—That disagrees altogether with what the man said, that he spent 300*l.*

13,672. That is his statement; do you rebut it?—Our valuation was that he spent 150*l.*, or gave that in value to Mr. Ellis, and that is what was repaid him.

13,673. He told us that he sold his property at Carnarvon for 300*l.*, and that he spent it on Mr. Ellis's property; is that rebutted?—I cannot rebut it, but I do not believe it is the fact.

13,674. Then he has a grievance, because he only got 150*l.* He claimed 450*l.*; he gets 150*l.*, and the other 300*l.* he is out of?—He has no grievance if Mr. Bryn Roberts's statement is correct. He has had the compensation covered by the lines recommended by Mr. Bryn Roberts.

13,675. Mr. Bryn Roberts has nothing to do with it. It is Mr. John Jones, not Mr. Bryn Roberts. Mr. John Jones sells property at Carnarvon for 300*l.*, and puts the money into the reverend gentleman's land—so he alleges. At the end of the tenancy he receives 150*l.*, which is either called a loan or not—we will not say anything about that—and that is all he gets. His allegation is that he is 300*l.* out of pocket on the transaction. That is his statement?—Well, it is not the fact. As far as we can make out it is not the fact. At any rate we compensated him fully for all the benefit he has done to Mr. Ellis. Moreover, when leaving, there was another sum of 25*l.* for him, a half-year's rent, which he refused to take. I have no knowledge of that latter thing beyond hearsay, because I was not interested in it.

Mr. *Brynmor Jones.*

13,676. There is a document put in, and he says that what Mr. Ellis said about the contents of that document was something quite different from what was read out to him yesterday?—I have here a letter in Welsh written to him which will put that right.

Chairman.

13,677. Is Mr. John Jones in court?—Yes.

13,678. Then we will have this part of your evidence translated to him?—As to the allegation that there was a promise of a lease, that is utterly inconsistent.

13,679. You have just told us you offered him a lease?—Not offered; it was suggested as an alternative.

13,680. But that is his statement?—There was a talking of a lease, but there was no offer of a lease. The idea was how this man was to be compensated. A lease was thought of. That was thrown overboard by Mr. Ellis himself for a better idea, as he thought, of giving some money compensation.

13,681. He says: "Mr. Ellis states he would "grant me a lease if that would suit me; he "would give me a loan of 150*l.* to complete the "buildings"?—He speaks of it as a finally settled thing, it was only on the *tapis*.

13,682. All he says is: "I had no money; I "had spent all." Do you rebut that?—I do not know anything about it.

13,683. Then "Mr. Ellis stated he would grant "me a lease." You have distinctly told us that he offered him one?—No, he did not offer him one.

13,684. He appears to have gone very near it. "He would grant me a lease, if that would suit me." There is not much difference of opinion on that. You say he talked about it, and Mr. Jones says that he said he would give him a lease. Then he says: "He said he would give "me a loan of 150*l.* to complete the buildings." Is that so?—Everything had been completed at that time.

13,685. Then what was the loan of 150*l.* for?—It was a gift to represent the increased value of the farm.

Mr. *Brynmor Jones.*

13,686. Excuse me; do not confuse the two times. What the witness said, my Lord has just read, and then he went on with the buildings, and he saw Mr. Ellis, and ultimately he got 150*l.*, 24*l.* having been already paid; he does not say the buildings were not erected when that interview took place, and when that paper was given. What he complains of is, that he thought all the time that he was going to get a lease, and that he went on with the building. Then he gets 150*l.*, 24*l.* having been already paid. He sees the reverend gentleman, and he gets him to sign a document. He says he did not know in the least that what he signed made him give up all claim to compensation?—That is not really the fact.

13,687. In the document there is nothing about increase of rent, but it is expressly stipulated that there is to be interest. It is very oddly drawn.

Chairman.

13,688. It is so long as he holds the farm, and then an increase at 4 per cent.?—Increase of rent, that is the meaning of that.

Mr. *Brynmor Jones.*

13,689. If Mr. Ellis was so little able to express himself, it is very likely that what he said reasonably led this man to think he was to have a lease?—May I state this: The 24*l.* was paid immediately, or soon after, his entry. The whole compensation question was one transaction, at one date; and at that time all the buildings were finished.

13,690. Then why did he want 150*l.* to complete the buildings?—But he had completed. I was there myself and knew it. May I put in a copy of a letter in Welsh, written at the time, which is consistent with that?

The letter was then read in Welsh and then translated into English as follows:—

John Jones, Llanfairfechan,
"DEAR SIR, August 30th, 1884.

I HAVE thought a lot as to the value of the work of renovating the old buildings at Ty Cnap and of erecting new ones, also the cost of the posts and walling in connexion therewith by the high road and of lowering the road, sinking a shaft and fixing a pump, and I certainly believe that the enclosed valuation "(that is, Mr. Davids' valuation)" gives the full value thereof.

Everything has been made in a most easy manner, and unnecessary, and the materials are of the worst kind.

Moss slates are never used now, but they are the kind put by you on part of the house. There is no, or next to none, new work done on the old stable, cowhouse, or barn nothing more than pointing between the slates. The woodwork is of the poorest kind, and as far as I recollect none of it is painted. The hayshed is already out of repair and the wood-work without either paint or tar.

I am prepared though unnecessary the work was to give 150*l.* on condition that you pay 4*l.* per cent. interest and sign an agreement acknowledging this sum as well as the 24*l.* previously given to Henry Jones, as a release to me from all obligation to you in respect of the money spent by Henry Jones and yourself in buildings, repairs, and such like at Ty Cnap.

I expect you will without delay after you receive the money see that strong gates are put up on every gap."

Professor *Rhŷs.*

That translation is not quite accurate. Twice the Welsh word *afler* is translated "unnecessary"; it should be "untidy."

The witness withdrew.

Mr. JOHN JONES recalled and further examined.

[The evidence of the previous witness was explained to this witness in Welsh.]

Mr. *Brynmor Jones.*

13,691. Do we understand that you still state that Mr. Ellis encouraged you to build by the promise of a lease?—That is all. I should not have done it after the death of my son if it had not been that it was promised.

Chairman.

Mr. Roberts says a lease never was promised; this witness holds out and says that it was promised. I am afraid we cannot settle it. We must leave the matter there.

Mr. *J. H. Roberts.*—But, my Lord, the thing was done at the time. There no talk of a lease until after the work was done.

Mr. *Brynmor Jones.*

It is no good your going on saying that. This gentleman says that he never would have gone in for the buildings at all if Mr. Ellis had not led him to suppose that a lease would be granted.

Mr. *J. H. Roberts.*—But I know it not to be the fact.

Mr. *Brynmor Jones.*

Very well; the public will decide between these gentlemen.

Mr. *J. H. Roberts.*—May I read the letter Mr. Ellis sent me?

Chairman.

I think we must finish this, if you please. We cannot go any further into it. We have heard both sides.

Witness.

May I be allowed to ask Mr. Roberts a question?

Chairman.

No, I think not.

The witness withdrew.

Adjourned to Llanrwst.

SEVENTEENTH DAY.

The Concert Hall, Llanrwst, Denbighshire, Friday, 22nd September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Colonel CHARLES A. WYNNE FINCH called and examined.

Chairman.

13,692. What district will you be good enough to give evidence upon?—I have property in two counties, Denbighshire and Carnarvonshire.

13,693. What size properties are those?—The acreage in Foelas, that is the Denbighshire property, is about 9,000 acres more or less, and in Cefnamwlch about 5,600 acres, but I should tell you the rental is very much the same in both, although the acreage is disproportionate.

13,694. Are there many manors or lordships or honours in which you are interested?—There is a manor in the county of Denbigh.

13,695. Can you tell us anything about that? Is there anything you wish to state about that manor?—No, nothing particular.

13,696. Can you tell us anything about the rents of adjacent farms?—Do you mean adjacent to my own property?

13,697. Yes. The general condition of sheep farming, is there anything you wish to say about that?—It is not so good as it was formerly; the profit is not so large from it.

13,698. Where agents are employed, have they received any special training for the supervision of agricultural land?—My own has special training.

13,699. There is no inconvenience or hardship?—No.

13,700. What is the usual date of entry in your district?—Lady day on the Denbighshire estate; the 11th October on my Carnarvonshire estate, the old Michaelmas day.

13,701. I suppose farms are let yearly?—Usually, with very few exceptions.

13,702. There is no demand for leases?—No, and when I have granted them they have rather thrown them up, and do not seem to care for them.

13,703. You say no cases of hardship have arisen, and you give compensation, I suppose, when you resume occupation, invariably?—Yes.

13,704. And for timber cutting and mining and quarries and brickfields?—Yes, for damage done for timber cutting.

Chairman—continued.

13,705. Will you kindly give us a copy of your agreement?—I will (*handing*).

13,706. You do not consider any of the clauses oppressive?—I certainly do not, or I should not have put them in.

13,707. Are there any penalising clauses?—No.

13,708. They get a copy of the agreement, and the contents are explained to them always?—Always.

13,709. You fix your rent at a gross sum?—At a gross sum.

13,710. Is the rent of the smaller tenantry higher per acre than on larger farms?—Yes, owing to the expense of keeping up buildings.

13,711. You take into account the right of pasturage?—Certainly, that is a most profitable thing.

13,712. Are there any services other than the payment of rent?—No.

13,713. And the rent is fixed on a basis of a valuation?—On the basis of a valuation.

13,714. You have never let to the highest bidder?—No, certainly not—as highest bidder.

13,715. Have rents been raised generally in individual cases within the last 50 years?—My estates were re-valued before I came into possession of them in the year 1870, and some were lowered; the majority were naturally raised; some were left as they were. On the whole, there was a net increase at that time in 1870.

13,716. Then about permanent reductions. Have you had any permanent reductions?—I have made some permanent reductions of late, amounting in all to 122*l.*

13,717. And temporary abatements?—Temporary abatements of rent I have made for a long time.

13,718. Can you put in anything about that?—I will give you the percentage, my Lord since the year 1886, when I began to make my abatements.

13,719. Yes, that would be very interesting. You put that in?—I will if you wish it. In 1886, I gave 10 per cent on the year; in 1887,

Chairman—continued.

I gave the same; in 1888, I gave the same, 10 per cent. in each case. In 1889, I gave 10 per cent. for one half-year only; in 1892, I gave back 15 per cent. on the year; in 1893, I gave back 20 per cent. on the year.

13,720. Then where rents are raised or reduced, do you have a valuation?—Yes, I have them valued.

13,721. What have been the chief fluctuations in prices affecting rent within the last 50 years?—The price of stock when the re-valuation was made in 1875 was very high. The price of wool, in which a large business on my Denbighshire estate was then done, was very high. The price of wool has gone down since, and the price of stock has, as we know, diminished very much. That is all I have to say.

13,722. I must ask you about the rent. How soon after it is due is the rent generally paid?—Rents due at Michaelmas are paid in the following January. The Lady day rents are paid in July.

13,723. That is the quarter after they become due?—Yes, the quarter after they become due.

13,724. How about preferential claims for rent? Have you anything to say about that?—I hardly know what is meant by preferential claims for rent.

Lord *Kenyon.*

13,725. The landlord's claim for rent has the preference over other claims.—Exactly so.

Chairman.

13,726. How about the charges on landor on incomes derived from land? How are the tithes paid?—The tithes are paid by the owner.

13,727. And is the land tax paid by the owner?—By the occupier.

13,728. And the chief rent by the owner?—I have been puzzled to know exactly what is meant by that again.

13,729. Then the local rates?—They are paid by the tenants, except the cottage tenants, and these are paid by the landlord.

13,730. And, of course, the income tax is paid by the landowner?—The landowner.

13,731. What is the average size of farms in your district?—Do you wish to deal only with Denbighshire or Carnarvonshire? In Carnarvonshire they average about 60 acres, and there are 88 holdings of three acres and upwards. In Voelas, the Denbighshire estate, the average size is about 120 acres, and there are 65 holdings of three acres and upwards.

13,732. Then there is not much consolidation is there, in your district?—I thought there had been only one, but I find on looking back that there have been two consolidations, although they have been in quite a small way—a small farm added to a large one.

13,733. What has been the effect on rent of that? What should you say generally?—That I am not prepared to say, but it has not been an increase.

Chairman—continued.

13,734. As regards the sub-division and sub-letting of holdings, can you tell me anything about that?—I purchased a farm called Bryn-y-gwerfel, near the village of Pentre Voelas, in Denbighshire, some years ago, and this farm was sub-divided and let as accommodation land to the people in the neighbouring village, with great advantage both to the land itself, which they have taken a great deal of trouble about, and great convenience to the tenants.

13,735. Sub-letting you do not allow?—I do not allow it; it is not recognised.

13,736. Then we come to 1883. Is there any scarcity of labourers?—I do not find any scarcity of labourers.

13,737. Is there any land going out of cultivation?—I have a farm in my own hands.

13,738. There is no land going out of cultivation?—None that I know of.

13,739. Nor waste land reclaimed?—Nor waste land reclaimed.

13,740. You think there is some land still waste which is capable of profitable reclamation?—Yes.

13,741. And there has been no arable land laid down to pasture?—No.

13,742. And the root crops are about the same?—There has been a slight increase of the root crops.

13,743. Then about improvements. What improvements are generally made in your district by the landlords?—Practically all the improvements are made in my district by the landlords, Denbighshire and Carnarvonshire too.

13,744. Can you tell me what the landlord supplies?—The landlord supplies draining pipes for draining, occasionally lime for the land.

13,745. And the tenant lays the pipes?—The tenant lays down the pipes under supervision, to see that he does not try to drain uphill.

13,746. The buildings are erected, I suppose, by landowners?—Entirely.

13,747. And as to tanks for preserving liquid manure, there is not much of that?—They will not have them; I have offered them and they do not care about them.

13,748. Then fences?—The fences are supposed to be kept by the tenants, but I have frequently had to send my own men to put up the fences on a farm to help the tenant. In the sheep country it is difficult to keep the sheep from straying.

13,749. Do you supply the tenants with grass seed?—No.

13,750. Then, as to co-operation in improvements, you say, I think, the landlord supplies material and labour in all cases for building and repairs. Does the tenant do the haulage?—The tenant does the haulage.

13,751. And in the case of improvements partly or wholly effected by a tenant, is there any compensation?—Always, my Lord, by agreement.

13,752. You do not contract out of the Agricultural Holdings Act?—No.

Chairman—continued.

13,753. Or out of the custom of the country?—No,

13,754. Do they write often for your consent for improvements?—Very seldom.

13,755. You would give it, of course, if they did?—I should be very glad to do it.

13,756. Now, about the custom of the country, as to the allowance to outgoing tenants in respect of growing crops?—Growing crops are taken and paid for by the incoming tenant by agreement as a general rule.

13,757. Then as regards tillage and cultivation?—There is no winter tillage to pay for, as the incoming tenant has early access to the farm to do what tillage is necessary.

13,758. The manure and produce is taken over by valuation?—Yes.

13,759. And the permanent improvements?—Are generally carried out by the landowner, otherwise the allowance is made to the outgoing tenant.

13,760. You do not interfere with good tenants in the way they cultivate their farms?—Certainly not.

13,761. He does the small affairs himself?—He is supposed to do them; he does them under pressure.

13,762. Have you had any outgoing tenants who have failed to obtain sufficient compensation in your opinion?—None that I know of.

13,763. Is compensation ever given for the generally improved condition of a holding?—No.

13,764. Is there anything about tenant right you would wish to say?—I know of no recognised special tenant right, but I should be always ready to approve of any arrangement of the kind if I thought well of the incoming tenant.

13,765. What is the custom about the sale of sheep on your sheep farms?—They are taken at a valuation.

13,766. Is there an obligation in this part of the country to take the sheep? Is it absolutely necessary for the landlord to take them? Is he obliged to take the sheep or not?—That I cannot say.

13,767. Not like in Scotland? There is no custom that you know of?—No.

13,768. Then about game preserving. What do you say to that?—The rabbits are killed down by myself as much as possible, for obvious reasons; they do so much harm to the plantations. Hares are scarce, and are getting scarcer every year. On my Carnarvonshire estate I should say there are practically hardly any hares at all. I shot one last year, and birds, although preserved, are not reared artificially in either place.

13,769. And your tenants avail themselves of the Ground Game Act?—They do.

13,770. Under those circumstances there is not much damage done, you consider, by the game to the crops?—No; I consider there is very little damage done.

13,771. Then, as to the relations between landlord and tenant. Do you find that game has never caused any bother at all?—None, in my opinion.

Chairman—continued.

13,772. Can you say anything about the law of trespass?—The law of trespass is hardly sufficiently stringent to protect the tenants, especially in this district, against the tourists and the cheap trippers—not so much the tourists as the cheap trippers, when the excursion trains come—from doing damage to gates, fences, and plantations.

13,773. Has any attention been paid to agricultural education in any way?—Various agricultural shows have been held, at which prizes for horticultural produce, poultry farming, and bee-farming, have been given.

13,774. Is there much butter and cheese-making in this part of the world?—Yes, my Lord, there is a good deal of butter made, but it is not very good butter. They do not avail themselves of the instructions that have been given. I have subscribed to lectures given by the Bangor College, but none of my tenants, I think, have attended them.

13,775. Is there any complaint about the railway rates?—The railway rates do not seem to assist the farmers much, but that is a question I can hardly go into.

13,776. Then as to co-operation. Is there any co-operation for farming operations between landlord and tenant?—Not that I know of. Threshing and sheep-shearing they help each other at, and the tenants are often part owners in the machine that threshes the corn.

13,777. They do not insure much?—Never, that I know of.

13,778. There is no combination amongst landowners and farmers, and labourers, too, to fix wages?—None that I know of.

13,779. Do the agricultural labourers belong to benefit societies?—At Pentre Voelas they belong to the Odd Fellows, many of them, to which I subscribe, and the same applies to a village, called Sarn Meyllteyrn, close to my estate in Carnarvonshire—the same society, Odd Fellows.

13,780. Are there in your district many peasant proprietors or small freeholders who have inherited their holdings from their ancestors?—There are a certain number.

13,781. Can you tell us at all how they compare with your tenants?—I cannot say.

13,782. I suppose tenant farmers and their wives take part in the manual labour on their farms?—They do.

13,783. And we are told the children work very hard as well?—They do, sometimes.

13,784. You think the present rents could be maintained even if they paid wages to the children?—I think so.

13,785. Can you tell us anything about hired labourers? They are usually lodged, I believe, on the farms?—They are usually lodged in the farmhouse or on the farms.

13,786. And some in cottages?—There are some also in cottages.

13,787. Tell us what you think as to the general amount of the labourers' cash wages?—I pay 18*s.* a week myself all the year round, including harvest, and the men find themselves.

Chairman—continued.

It is hardly possible to say what the usual pay is; I do not know it myself. It does not come under my knowledge in any way, but it is lower than that, and then they give them extra pay during the harvest and find them in food.

13,788. We are told they generally have their meals in the farm kitchens?—Yes, I have often seen them.

13,789. And sleep in outhouses?—Sleep in beds, generally over the stable, in an outhouse, not over a stable necessarily.

13,790. Outhouses?—In outhouses.

13,791. What is the state of present cottage accommodation as compared with the past?—It has improved very greatly. As fast as I am able to do so, I improve my own cottages.

13,792. What is the state of cottage accommodation with regard to thorough cultivation?—I think it is sufficient. Several labourers on my Denbighshire estate have refused to work in the neighbourhood, and go to Festiniog or Penmachno quarries, 16 or 6 miles off respectively, sometimes returning for Saturday and Sunday to their home and leaving their families there the rest of the week.

13,793. You think the condition and construction of the cottages around you is suitable?—The new ones, I think, certainly are.

13,794. What about gardens and allotments?—I have allotments on Pentre Voelas, and have had them for many years, 40 or 50 years.

13,795. Are any small bits of land attached to the cottages?—Almost in every case.

13,796. You generally let the cottages yourself direct to the tenants, not through the farmer?—Not through the farmer if I can help it; it used to be done, but it is never being done now with my consent.

13,797. Has there been any considerable migration of farmers or labourers from your district within the last 50 years?—They constantly migrate to the quarries and the great centres of population.

13,798. You never heard of diaries or farming accounts being kept much?—Never.

13,799. What do you think is the principal cause of depression which we have heard so much about?—The importation of Australian wool and the frozen dead meat from New Zealand and Australia and live cattle from America, which keeps down the prices.

13,800. Have you any remedy to suggest for improving the prices?—Improved methods of agriculture, special attention being given to breeding good stock for which there is always a demand.

13,801. I think I need hardly ask you what the relations are between you and your tenants?—I should like to say I consider them friendly.

13,802. Would you tell us what money you have spent in repairs and improvements, since 1872, I think you said it was?—I have a tabular form, my Lord, if you like to have it.

13,803. Just tell us what the general result is?—You want the total expended?

13,804. Yes, since 1872?—I have this table made up since 1872 on each estate. The total is 25,413*l.* 7*s.* 6*d* for both estates since 1872.

Chairman—continued.

13,805. Will you allow us to have that return?—I think I have sent you a copy of it. (*Copy sent.*)

Lord *Kenyon.*

13,806. Here is also another table called "Yearly Account to Michaelmas 1892"?—Yes, I have a copy of that in my hand, and you will see every year what has been expended on each estate.

Chairman.

13,807. We are very much obliged to you for giving your evidence, and probably you will not mind answering any questions put to you by the Commissioners?—Certainly not.

Lord *Kenyon.*

13,808. The estate, with the exception of those permanent reductions, is rented or re-valued in 1870?—Yes; those reductions, I believe, bring down the present rental to very much what it was in the year 1870.

13,809. When it was re-valued?—When it was re-valued.

13,810. It is practically reverting to the old rental?—Very nearly, not quite.

Mr. *Brynmor Jones.*

13,811. In which parishes, Colonel Finch, in this county, does your estate lie?—Do you wish me to enumerate the parishes?

13,812. Yes?—Cerrig-y-druidion, Pentre Voelas, Llanrwst, Capel Garmon, in Denbighshire.

13,813. And your Carnarvonshire estate?—And the Carnarvonshire estate in the parishes of Tydweiliog, a small holding in Nevin, Edern, Llaniestin, Sarn-Meylltern, Llangwnadl, Aberdaron, and Bryn Croes. I am not sure of Bryn Croes.

13,814. I see they are situate at the south-west end of the county, a good long way from here?—A long way from here.

13,815. Are there any manors in that part, in the peninsula, of the county?—There are none that I have anything to do with.

13,816. You are not lord of the manor, therefore?—No; if there are no manors, I could not be lord of them.

13,817. What is the average size of the farms, do you think, in that district?—I have given it once this morning, and I would refer to it again if you tell me the number of the question.

13,818. It does not matter if we have it on the notes; about 88 acres, I am told. Are the tenants nearly all Welsh?—Very nearly all Welsh.

13,819. When a farm falls vacant is there considerable competition for it?—Not so much as there used to be.

13,820. Still, you have no vacant farms now?—I have a farm in my own occupation.

Mr. *Brynmor Jones*—continued.

13,821. No farm that you wish to let, and cannot let?—No.

13,822. Are there any wastes of considerable extent?—Not on my property.

13,823. Was any of the property enclosed within your time?—Not within my memory.

13,824. Do you find that there was an enclosure under the Enclosure Act?—In Carnarvonshire?

13,825. No, in your property?—There was an enclosure in my Denbighshire property some years ago, before my time.

13,826. Can you give me the date of that?—I cannot give you the date. It was before I succeeded.

13,827. That would be before what year?—Before the year 1874.

13,828. You said, I think, there was no tenant right. I rather inferred from your answer that in fact incoming tenants did very often pay something to outgoing tenants for the holding?—Not that I know of. I did not say so.

Lord *Kenyon.*

13,829. Does this last table refer to one year's expenditure?—Might I see it? (*Document handed to witness.*)

Mr. *Brynmor Jones.*

13,830. I take it it is one year's expenditure?—That is my last year's expenditure, the largest I ever had, I think.

Mr. *Griffiths.*

13,831. Is the hauling on your estate generally done by the tenant, Colonel Finch?—Hauling for what?

13,832. Buildings?—Yes, for his own buildings.

13,833. When a tenant leaves I suppose he is paid for what he has laid out in hauling?—Compensated for improvements?

13,834. Yes?—Yes.

13,835. I think you mentioned that the labourers benefit somewhat by the game laws?—Do they benefit by the game laws?

13,836. I think you say so in your summary?—I did not mean that.

13,837. You were asked whether the labourers benefit?—I should like to know the question.

Chairman.

I think the question is, How does it affect the labourers?

Mr. *Griffiths.*

13,838. That is the question?—Yes, I think that the law of allowing the tenants to kill hares and rabbits, the Hares and Rabbits Bill, is a benefit to the labourers. From my observation I should say they benefit by it.

13,839. In which way do they benefit?—They benefit by occasionally getting a rabbit, if that is a benefit to them.

Mr. *Griffiths*—continued.

13,840. By having a good meal at a reasonable price, I suppose?—A good meal without a price, I rather mean.

13,841. Oh, without a price at all? Are the labourers generally allowed to kill the rabbits?—Well, they do sometimes.

Lord *Kenyon*

13,842. On their own holdings, you mean?—Oh, certainly, on their own holdings, but also the labourers on the holdings where they work.

Mr. *Griffiths.*

13,843. That is better still; I am very pleased to hear it. You speak again of trespass. How do you explain that trespass question? I do not quite understand it?—I said I did not think the law of trespass was sufficiently stringent in this district, especially to prevent the tourist people coming to see the place, and the cheap trippers coming by excursion trains from running over the fences and over the gates.

Mr. *Brynmor Jones.*

13,844. May I ask what remedy you suggest for that—what alteration in the law? I think that is an important point?—I could not suggest an alteration in the law.

Mr. *Griffiths.*

13,845. Do you not think it is of benefit to the neighbourhood for the tourists to come?—The towns benefit, no doubt.

13,846. The hotels?—The hotels, no doubt.

13,847. Is there anything more than that they travel along, disturbing the sheep, the stock?—Yes, and by breaking down the fences they allow the sheep to get from one field to another. You will understand that.

13,848. I think you say that there is some attention paid to poultry?—Yes, there is.

13,849. Have they sufficient accommodation for that purpose?—Oh, I think so. I never heard any complaint.

13,850. Poultry farming is a most profitable thing, and I think we should look to the things that are most profitable on a farm at the present day, and I think poultry farming is very profitable alongside these towns?—No doubt it is.

13,851. Do you find farmers' wives slow to adopt the new methods of appliances for dairying?—I find not only that they are slow to adopt them, but they do not adopt them at all; so far as I can make out they do not attend the lectures, or seldom do attend lectures that are given; and the butter that they make generally has to be re-made before it can be used; it is so full of hair and dirt. I am speaking generally, not of individuals; there are some who make beautiful butter.

13,852. Quite so. You think there is room for improvement in that way?—Yes.

13,853. How is the cow pasture? Is there much dairying in this district?—Yes, there is a great deal.

Mr. *Griffiths*—continued.

13,854. Are the cow pastures pretty well supplied with water?—I think most years very well; we are short this year.

13,855. Have you many farm cottagers that keep a cow or two?—Yes, most of them do.

13,856. Most of the farm labourers?—A cow, I will not say always two.

13,857. It is an inducement, you think, to keep them in the country and not in the towns?—No doubt a cow is of the greatest help to a labourer's family, and the children especially. It is a great inducement. I always give them a run for a cow when I possibly can.

13,858. Do any of the large estates here keep entire horses for the use of the tenants?—Yes.

13,859. Do the tenants avail themselves of them?—Not as much as they might do.

13,860. They would rather employ an inferior animal?—Yes, and not have the trouble of going or sending for the good one; at least, that is my idea.

13,861. And the landlords generally keep bulls and entire horses?—Not generally, but some of them do.

13,862. At a moderate price, I suppose?—At a very moderate price.

13,863. And yet they will not avail themselves of them?—Not as much as I think they might.

Mr. *Richard Jones.*

13,864. Generally speaking, Colonel Wynne Finch, your opinion of the farmers' wives is not a high one?—Oh, on the contrary; I have a very high opinion of the farmers' wives, but not of the way they make butter. I did not say a word against the farmers' wives. Forgive me, if you thought so from my evidence you are entirely mistaken.

13,865. In other respects you find them industrious and intelligent?—Oh, very industrious and capital mothers.

13,866. What is your opinion generally with respect to the farmers themselves?—That is a very large question. Would you mind putting it a little more definitely.

13,867. Are they industrious and intelligent?—They are industrious as a rule.

13,868. And intelligent?—Yes.

13,869. But I see you qualify that statement rather in one of your answers here. You say that the landlord supplies the draining pipes, the agent supervises the direction of the drains, and the tenant lays down the pipes and is expected to keep the end open, which he rarely does?—Which he rarely does. I have found that.

13,870. From lack of care?—From indolence, a little indolence in not taking the trouble; it wants so little trouble to keep the outfalls open twice a year, perhaps, but as a rule I cannot get them to do it, though I have served them with a printed notice asking them to see to that detail.

13,871. You say in another place that there is no land going out of cultivation, but some which might be better cultivated?—Yes, I do; I think so.

Mr. *Richard Jones*—continued.

13,872. Have you any estates in England?—Yes.

13,873. What is your opinion of the Welsh farmers compared with English farmers?—I do not see that you should press me to answer that question.

13,874. I am simply asking for your opinion?—I have not a sufficiently large number of tenants to make it possible to compare the one with the other. I have three tenants only in England, if you wish to know, and I do not know that you could expect me to put those three against a large number of tenants in Wales and draw any conclusion. My three England tenants are very intelligent; one has been to Australia, and one has been all his life on the farm, and was born on the farm which he is in.

13,875. Have you erected any farmhouse lately?—We are in England. Are you talking of England?

13,876. No, on your Welsh estate?—Yes.

13,877. Do you provide accommodation for the men to sleep in the house?—No. I provide accommodation—not necessarily for the men. There is accommodation for a certain number to sleep in the house. Of course I cannot be there to see that they do.

13,878. Have you given this question any consideration?—Yes, I have.

13,879. Well, generally speaking, do you think there is sufficient accommodation in the farmhouses to accommodate the men; that is, to give them sleeping apartments?—Well, in some farms there is; some not.

13,880. Do you not think that in the interests of morality and good order, there should be sufficient accommodation in every farmhouse for the men to sleep inside the house?—It would be a very good thing if there were, no doubt.

13,881. But you are not prepared to say that it is done generally on your estate?—I build farmhouses with sufficient accommodation. It rests with the tenant to use that accommodation according to his own ideas.

Mr. *Grove.*

13,882. Col. Finch, I think you stated that you always give a copy of the agreement to each tenant from the office?—I do.

13,883. Whether they ask for it or not. I mean is it a rule?—I believe it is always given.

13,884. Is it a rule of the estate office that a copy is always tendered to the tenants?—Oh, yes, always tendered.

13,885. Do you think there is sufficient labour for the proper development of the land on your estates?—You mean by that question, do they employ sufficient number of labourers?

13,886. Yes?—No, I think they could with advantage employ more in many cases; I will not go further than that.

13,887. Do you think that arises from the want of cottage accommodation in any way?—No, I do not, because, as I said, I have cottages.

Mr. *Grove*—continued.

I am talking now of Pentre Voelas, a village a few miles from here, and there are cottages where quarrymen live who work at Festiniog, which is 14 miles off, and it suits them to live there with their wives and children, and to go for a week, or four or five days a week, whatever the time may be, when they are working, to the quarries, and come back for Sundays and Saturdays.

13,888. I suppose you would agree with the fact, would you not, that proper cottage accommodation would settle labour more on the land than perhaps it is at the present moment?—It might help to, but the tendency, as I said in one of my answers, is for the people who get cottages to go where the higher rates of wages are, and not to work on the farm, leaving their families in comfortable cottages.

13,889. I gather that you do not get any unpleasant relations with your tenants because of the game question?—No, I have had no trouble.

13,890. Do you often get claims for compensation for damages by game?—Very seldom. have had them.

13,891. Is there any butter making taught by the County Council in Denbighshire?—I cannot say that I know, but there have been butter making classes at Llanrwst,—in this very town —which my tenants' wives have not come to as I hoped they would.

13,892. Are your rents paid pretty punctually to you?—Yes.

13,893. Without any large amount of arrears? —In very few instances. In some instances there are arrears certainly.

13,894. I think you say that if the children were paid wages the farmers could still pay their rents. Did I gather that to be your answer?—I hoped they would. I hoped they would suit the wages to the children. Do you mean young children or sons and daughters?

13,895. I am just taking the answer to one of your own questions?—I think that they could, certainly.

13,896. You think then that if some part of the income of the father were devoted to paying wages to his own children—his own son as we may say——?—His own son.

13,897. That he would still have sufficient left to be able to pay his rent without any trouble?—I hope so, because I think he would get better results. I said just now that I think the farm suffers in some cases from not being made the most of. There are few farms you could not say that of.

Lord *Kenyon.*

13,898. Mr. Richard Jones asked you about the accommodation, as I gathered, in your new farmhouse that you have built?—Yes.

13,899. Could you put in a ground plan of that house showing the accommodation?—Of the tenant farm?

13,900. Yes. I think it might be of value to us as showing a specimen of the farm built now a days?—I could let you have a plan.

Chairman.

I think it would be a good thing.

Lord *Kenyon.*

13,901. If you would let your agents supply a copy of the ground plan, please do so?—I will in a few days.

Mr. *Brynmor Jones.*

13,902. I have one question to put to you, and it is this: I see that these parishes are somewhat remote from the nearest railway, somewhat remote from Pwllheli. Has it occurred to you that an improved railway communication might improve the district and relieve the distress?—Very much so. Nothing could be more advantageous. You are speaking now of Cefnamwlch estate—my Carnarvon estate?

13,903. Yes?—It would be an enormous advantage to the whole of that district. I am not speaking in a narrow way about my estate, but about the whole of the district, which I know well.

13,904. Some of us drove down to Nevin and saw the country?—I have often thought it would be a great advantage to get a railway in that place.

13,905. Would a light railway be any good; it would be better than nothing at all?—Much better than nothing.

13,906. Are the roads good there?—The main roads are fairly good, and better than they have been for some time. The bye-roads are so bad that I have heard complaints made. I should not weary you, perhaps, if I told you what occurred to me. A man who lets cars was driving me from Pwllheli to Cefnamwlch. He said he had driven a cattle dealer from England the day before, a very long drive, and had not got home till late at night, and this man said, "These roads are so bad that I shall not come here again." My driver went on to say—he was a very intelligent man—that the people who were responsible for the roads in this place ought to do better. My own carriage broke down last year, so that I thoroughly agreed with him in that respect.

13,907. Has there been a railway suggested in this district?—A railway has constantly been proposed, so far as I can remember, for the last 50 years, from Porthdinlleyn.

Lord *Kenyon.*

13,908. I suppose the difficulty is about finding capital?—I think it is always so. The grand idea was with regard to a port to Ireland. When that was knocked on the head the scheme fell through.

13,909. The gradients are easy in that district, are they not?—Perfectly easy. I have often talked to engineers about it, because once in every three or four years this crops up, and they have come to consult me about land in the district. Nothing could be easier than constructing a railway to Porthddinlleyn.

13,910. You would take great interest in it?—Yes, I should take great interest in it.

22 *September* 1893.] Colonel CHARLES A. WYNNE FINCH. [*Continued.*

Lord *Kenyon*—continued.

13,911. You would probably take your land out in shares?—That would depend upon the result of this Commission.

Chairman.

14,098. 13,912. There are a few questions handed in which perhaps you would not mind my putting to you. The first question is: "Did one of "your tenants, Mr. Rowland Jones, of Hafod "yr e-sg-ob, erect his farmhouse at his own "expense on lease"? Do you remember that?—Yes, I recollect that he built a farmhouse on lease—I think so. I know the house; it was built on lease.

13,913. Was the lease on the house only, or on the farm?—It was only a building lease, my Lord, so far as I recollect.

13,914. Then the second question is: "How "became it for the tenant to erect the house at "his own expense"?—How came he to erect it?

13,915. I suppose it is; how did that come about?—He was a capitalist, my lord.

13,916. "Is the tenant anxious for you to "purchase the house, and have you declined to "purchase the same"?—At this moment I do not recollect ever having had an application from him to purchase it.

13,917. You never had an application?—I do not recollect it.

13,918. This question is put in by Mr. Vincent, "May not your agent, who is here, show "the exact amount of the reduction of rent"? I think that is put in, is it not?—I could not give it without asking him, and I was unable to give the figures exactly.

13,919. Will you kindly send that in?—Certainly.

13,920. Then a question by Mr. Owen Wynne, "What do you think would be the effect of a "land court?"—I cannot think that it would do otherwise than make the relations between landlord and tenant rather strained. That would be the first opinion I should form. I have not thought further than that.

13,921. Mr. Vincent asks, "Is there not a "case on your estate in which the effect of con-"solidation was to reduce the rent"? I think you gave us that, did you not?—I could not give it you in figures. I said that there was no material alteration in the rent, I thought.

13,922. "Though sub-letting is not permitted, "are there not cases in which it goes on"?—Yes, my Lord, there are.

13,923. "If so, what is the effect"?—The effect is not good. It generally means that the tenant has not been able to cultivate it well, to do his duty by the land, and has tried to get somebody else, I should say.

Chairman—continued.

13,924. Do you think it would be true to suggest that your tenants or those of any other landowners have any reason to be afraid to come forward?—No, certainly not; nor any other landlord that I know of.

Sir *John Llewelyn.*

13,924*a*. May I ask you one question arising out of that, about the sub-letting, Colonel Finch? You say you do not consider its effect is good. Is that because of increased rent?—The middlemen, I think, come in there.

13,925. I suppose the men to whom it is sub-let are called upon to pay higher rent?—I should not know that.

13,926 Why, then, do you say that the effect is not so good? I took it down that you said that sub-letting is not allowed in your agreements, but that it is done?—It is not allowed, and it would not be to the advantage——

13,927. It would be to the advantage of the middleman, but it would not be to the advantage of the tenant?—There would be two people to take a profit off the farm.

13,928. Then you said that its effect is not good?—No, it is not good. In small cases where I found it, I found that the farm has deteriorated. I have noticed that, and found that the man was perhaps in difficulties and had sub-let the farm.

13,929. I only wanted to arrive as to the reason in your mind why you thought it was not good?—Yes, that is my idea.

Mr. *Griffiths.*

13,930. May I ask you whether you and your agents speak Welsh?—I do not speak Welsh, and my agent does not speak Welsh.

13,931. Do you think it is just to the tenant?—It would be an immense advantage if we could speak Welsh.

13,932. They cannot approach you so fully, from what I have heard in this part?—Oh, yes, indeed. Do not think that. I have always people about who are constantly interpreting. My agent has a clerk who interpets for him and I have people about the house when people come to me who are always there to interpret. See a correction, 14,097.

13,933. Still they are not always at hand?—Yes, they are, in my own house.

13,934. They may meet you on the road and speak to you about this?—True, they might meet me on the road, but if it were important enough for them to come to me they would find an interpreter. Re-examined, 14,096.

The witness withdrew.

Mr. OWEN HUGHES called and examined through an interpreter.

The Secretary read the following statement of the witness:—

"Mr. Owen Hughes of Pantyffridd, Llansaintffraid, Glan Conway, Farmer.

"This witness was for many years tenant on the Bryn Eisteddfod Estate."

Lord Kenyon.

13,935. Was she the daughter of the late archdeacon?—Sister of Archdeacon Jones.

See 15,363–15,379.

"His evidence will be to the effect that no adequate compensation is paid to outgoing tenants; that the rents are very much too high. He will also speak to the state of agriculture generally in this district."

Chairman.

13,936. I will ask you the questions. How long have you been tenant on this estate?—20 years.

13,937. Do you consider that adequate compensation is given to outgoing tenants on this estate?—No, I do not know of any that have received any compensation whatsoever, with five or six exceptions.

13,938. Have you got an agreement at all?—Yes.

13,939. Will you produce it (*the witness handed in an agreement*)? Can you give any instances of tenants having been made to leave their holdings and receiving no compensation on this estate?—I can.

13,940. Please give them?—I will give one instance to prove the state of things generally. The tenant of Ty Du, Glan Conway, had been on the estate for 27 years.

Lord Kenyon.

13,941. The same estate?—The same estate.

Chairman.

13,941A. What happened then?—They turned the widow away.

13,942. What do you mean by that? Do you mean a man was on the estate for 20 years, and then he turned the widow away. Did he die and was the widow turned out?—The widow remained there for a few years after his death, and then she was turned away.

13,943. Under what circumstances?—I cannot give the full particulars, but the son was doing something in going off to the game.

13,944. Did she receive any money when she left?—No, none.

13,945. Where were you before you were under Miss Jones?—I was not farming previous to that. I commenced when I was 25 years of age, in the year 1862.

13,946. Which farm was it which was sold by your landlord?—The farm that I went into after that one. I was going to leave that farm.

13,947. Which farm?—I was leaving Vron Farm on Miss Jones's estate.

Mr. *Richard Jones.*

13,948. You were a tenant of Miss Jones of that first place, Vron Farm, for 20 years; you took another farm at the same time, and because you took this other farm, you received the notice to quit from your landlord of the first farm. Are those the circumstances connected with this case?—I lived at Vron up to 1882. I had taken another farm in addition to 1881. I received a notice to quit the first-mentioned farm owing to the fact that I had taken the other farm in addition.

Chairman.

13,949. Then was the other farm sold by the landlord?—Yes.

13,950. Was it Vron that was sold?—No, it was the second farm, Nantycowarch, that was sold.

13,951. You were turned out of one farm and then you took another, and then the second was sold?—Yes.

13,952. What compensation did you get when the second farm was sold by your landlord?—I received none at all.

13,953. What loss do you consider you have sustained by it?—As much as I had spent there. I had drained a little, and I carted towards buildings, and gorse, and clearing waste land.

13,954. How much do you think you are out of pocket, how much have you lost?—I ought to have received something like 30*l.* for the work I had done there.

13,955. You say in your statement that you are in favour of a land court?—Yes, if that would be a fair one on both sides.

Sir *John Llewelyn.*

13,956. What is the name of the other farm you went to after leaving Vron?—Nantycowarch. Here is the agreement (*handing it in*).

13,957. Is there any part of this agreement that refers to compensation for unexhausted improvements?—No, there is not; but there are fines in it for not cultivating the land as it ought to be cultivated.

13,958. How long were you in this Nantygarnedd?—Eight years, from November 1881 to November 1889.

13,959. And you consider the value of the unexhausted improvements was worth 30*l.* to you?—Yes, that is what I consider.

13,960. Did you make any application for that sum from the incoming tenant or the landlord?—Yes. I did ask the solicitors acting for the vendors if I could get some compensation.

13,961. What was their answer?—They were not giving me a notice to quit or turning me away, but they left it between me and the purchaser.

13,962. Then did you make any application to the purchaser?—No; it was of no use. The farmer had bought the farm as it was.

Mr. *Grove.*

13,963. Do you consider that the farm sold at a higher price because of the improvements you had made?—What I mean is, including the value of the cartage and of draining that I did.

Mr. *Grove*—continued.

13,964. Have you deducted anything from that sum for the benefits which you derived from the expense which you laid out?—Yes; the land that I had drained paid me something.

13,965. In how many years do you think you would reap the full benefit of any money you laid out in draining, how long would it be?—I ought to have 20 years or more.

13,966. Could you recover anything for these improvements according to the terms of your agreement?—No, I could not.

13,967. Could you recover anything in accordance with the custom of the country?—No, I do not think so.

13,968. Why did you not proceed under the Agricultural Holdings Act?—I contracted out of the Agricultural Holdings Act in the agreement.

Mr. *Griffiths.*

13,969. Do you consider that you lost any money in the first farm that you let?—Yes; I had drained a good deal more on that part.

13,970. In which way, what did you do?—I had drained the other farm and made fences on it to the value of 46*l.* 11*s.* 11½*d.*

13,971. Did you get no compensation for that?—Yes.

13,972. What did you get?—30*l.*, but not from the landlord.

7,079. 13,973. Was it as goodwill that you had it?—Yes. It was the sale of the improvements to a new tenant owing to the fact that I was allowed to choose a new tenant.

13,974. Did the landlord in that case find the pipes for draining?—No. It was stones that we used.

13,975. Then you did the whole of the drainage?—I paid as much as that for the cutting of the drains and new fences.

13,976. Then what did you pay for the stones?—I have not put that for the stones. I and my servants did that part of the work.

13,977. Then it would amount to a greater sum, a good deal, if you had put the carting in of the stones?—Yes, very much more; but I kept an account in detail of everything I paid.

13,978. And that amounted to 46*l.* 11*s.* 11*d.*?—Yes, I had a lease of the farm for 14 years.

13,979. Why did you not have a lease of the new one?—The estate was under trustees, and they had only life interests.

13,980. How was it you did not get more than 30*l.* from this incoming tenant?—Because I could get no more.

13,981. You say the other farm was sold so cheap, why was that?—Because the market for land was low at the time. It was in the market for three years.

13,982. Did the landlord find you pipes for draining, or stones, in the second farm?—No. It was I carried stones from the farm for the purpose.

13,983. Were there any buildings on the farm?—Yes, a little; what was necessary.

13,984. Then you consider that you have lost in both the farms?—Yes, I do. I was coming out of the first pretty well because I was allowed to sell the crops rather than have to keep them on the land so as to give manure to the incoming tenant.

Mr. *Griffiths*—continued.

13,985. What about this widow you spoke of? Had she made any improvements on the farm?—Yes, her husband had drained and made new fences, and made stone walls about the place.

13,986. And did she have compensation?—No, none.

Mr. *Brynmor Jones.*

13,987. You know a great many tenant farmers in this district, I suppose?—I know the major part in the Vale of Conway.

13,988. And you know the way that they live?—Yes, to some extent, because we live somewhat similar to each other.

13,989. And you have known the district all your life, as I understand?—Yes, I live in the same neighbourhood that I was born.

13,990. During the years then that you have known this neighbourhood, would it be true to say that the tenant-farmers have found it very difficult to pay their rent?—Yes, from the great depression that commenced in 1884.

13,991. Before that, you think the tenant farmers were able to save a little?—From 1863 to 1871 there was a series of bad seasons—dry seasons. From about 1872 to 1881 it was a fairly good time.

13,992. Have most of the farms been in the possession of members of the same family for many years?—No, not now. When I commenced farming, members of a family would be found on many a farm that had been there for 100 and 200 years.

13,993. Are the present tenant-farmers in this district chiefly persons who speak Welsh only?—Yes, quite so.

13,994. Welsh only?—Welsh only, with a few exceptions, except that they and their children understand English, and their children can speak it.

13,995. Do you habitually use the Welsh language on your farms for business purposes and for ordinary labourers and so forth?—It is Welsh we use, and if we were able to speak in English to them, the labourers, they would not understand us.

13,996. Then you would describe this as a Welsh district?—It is a thoroughly Welsh district.

13,997. Are most of the tenant farmers Nonconformists?—Oh, yes, by far the larger number.

13,998. Is this agreement which you put in, the agreement on the estate of Margaret Grace Jones, an agreement under which you took a farm yourself?—Yes, after the lease expired.

13,999. Was this the harsh clause which you were referring to in answer to one question—"The tenant to pay in addition to the said rent "a further sum of 20*l.* for every acre, or for "any greater or less quantity than an acre, and

Mr. *Brynmor Jones*—continued.

" so proportionally of meadow or old grass land " which he shall plough, break up, or convert " into tillage without such consent as afore- " said" ?—Yes, that is one of them.

14,000. Then in the same clause in the agreement there is a kind of penal rent of 10*l.* " for " every cartload of straw and other stuff sold, " and 5*l.* for every timber or other tree cut, " without consent." Those are the penal clauses which you refer to, are they ?—Yes, they are sure to be oppressive; I can prove so.

14,001. Have you ever known on this estate that those clauses have actually been enforced against a tenant who has broken the clauses ?—I do not wish to reply to that question now. A tenant will come forward presently to speak for himself.

14,002. This agreement was before 1880, so there was nothing very unusual or harsh in the reservation of the rabbits to the landlord. It must be taken now as read with the Act of 1880 ?—No, they had given the rabbits to the tenants long before that time.

14,003. The only thing that I see in the agreement is, that in the proviso for re-entry (which is a perfectly usual and proper one, although not entirely exceptional) there is this, " The tenant is to pay all rents, rates and " taxes which may arise or become due up to " the end of the current year of his tenancy." That strikes me as somewhat harsh ?—Yes, I consider that oppressive.

14,004. Do you remember any instance in which the landlord has entered and compelled the tenant after the landlord has re-entered to pay to the end of the current year ?—No, I do not know.

14,005. The last clause of all is, in my opinion, very harsh, " That in case an action of " ejectment is brought, the tenant is to pay the " landlord all the costs and expenses between " attorney and client, or double the taxed costs " of that action at the option of the landlord." That usurps the powers of the Court. Can you give any instance of it ?—No, I cannot. Everybody tries to beware of them.

14,006. Is this agreement still in force on Miss Jones' estate ?—So far as I know.

Lord *Kenyon.*

14,007. You said that you received notice because you took another farm ?—That was the reason which the sub-agent gave me.

14,008. Did you tell your landlady that you were going to take another farm ?—No, I did not.

14,009. Did she by any chance say that she thought you had not sufficient capital for two farms ?—No, they did not say so; what they said was that they would not let another farm to one who had a farm already.

14,010. Which farm did you propose to live on ?—At first I intended living in the old home, but to send my daughter and a nephew to the new farm. My daughter was 18 years of age.

Lord *Kenyon*—continued.

14,011. You gave an instance of a widow who was turned away; was she in arrears ?—No; there were no arrears, so far as I know.

14,012. You said on account of the son being in trouble; was the son prosecuted for trespass in pursuit of game ?—No.

14,013. In this first agreement as to Nantycowarch that you put in it says, " No custom of " the country shall be taken into consideration " in making their award." Is there any custom of the country ?—No, not in our district.

14,014. Do they usually go under the Agricultural Holdings Act ?—We go under our agreement.

Mr. *Richard Jones.*

14,015. How have you spent this 30*l.* for repairs; in what way ?—For cartage and for draining a marsh.

14,016. Was it cartage to a new building ?—Carting towards a cowshed, carrying to repair the dwelling-house, and to make the walls of the yard.

Mr. *Griffiths.*

14,017. Did you not tell us just now that you received 30*l.* as a custom of the country when you went into the farm ?—It was on the first farm I got it.

14,018. Was it not by the custom of the country that you had this 30*l.* ?—No, I agreed with the incoming tenant.

14,019. Quite so, but is it not customary to do that ?—It is a rule when the landlord permits it, but it is seldom that the landlord permits it.

14,020. What remedies do you suggest for this state of things ?—If the Irish Act, providing for advancing money to tenants to enable them to purchase their own holdings, had been in operation, the whole of the Vale of Conway would be now owned by the men who occupy the holdings in it, and they would have nearly paid the whole for it. The Vale of Conway has all been sold. I have a note here of the estates that have been sold.

Sir *John Llewelyn.*

14,021. Has much of the land in the Vale of Conway been under the hammer ?—I have here particulars of the estates.

14,022. Then the answer to that is that most of it has ?—Yes, and much of it several times. " From 1850 to 1892. Number of estates sold " in the Vale of Conway. In the parishes of " Llanbedr and Caerhun: Mr. Assheton Smith's " estate, Caerhun and Llangelenin, Coed Mawr, " and Glyn Isa estates. Llangelenin and Gyffin: " Sir Richard Bulkeley's estate, and Lady Ers- " kine's estate. In the parish of Llanrhos and " Llangystenin: Llangystenin Hall estate, Pabo " estate, Marl estate, Deganwy estate. In the " parish of Llandrillo yn Rhos: Pwllycrochon and " Craig y don estates. In the parish of Llansant- " ffraid: Llanerch estate, sold to Bryn Eisteddfod, " Hendrewaelod estate, Bryn trallwyn, and " portion of Lord Mostyn's estate. In the " parish of Eglwysbach: Bodnant Hall and

Sir *John Llewelyn*—continued.

" Maes adda estates. Township of Macnan : Sir " Watkin Williams Wynne's estate. In the " parish of Llanddoged and Llanrwst : Plas " Madoc and portion of Gwydir estate."

Mr. *Griffiths.*

14,023. Do you then consider that the Government do not deal so fairly with the Welsh tenants as with the Irish ?—No ; the measure with which the Irish are dissatisfied would please us very much. We should like the Irish sparings.

Sir *John Llewelyn.*

14,024. I am very much interested in your last answer. I think you said, if I caught you rightly, that you thought the tenants would largely have paid the advance made by the Government by this time. Is that your opinion ?—Yes, I believe they would have repaid it, and the money would have been more secure for the Government than money advanced upon drainage and irrigation.

Mr. *Seebohm.*

14,025. Supposing that the tenants had purchased 20 or 30 years ago, do you think a very large proportion of them would have kept their holdings, would have been holding the land now ; or would not the land hunger, or the high competitive prices paid for the land by these small holdings, have brought them into the market over and over again ?—Many who did buy their farms 40 years ago have sold them, because they could get more for them.

The witness withdrew.

Mr. Roger Hughes called and examined through an interpreter.

Chairman.

14,026. Where do you live ?—Eglwysfach.

14,027. Are you a County Councillor for the county ?—Yes, for two parishes.

14,028. Do you wish to speak with reference to the Bodnant Hall estate ?—Yes.

14,029. Who is the owner of that estate ?—Henry Davis Pochin, Esq.

14,030. When did he buy this estate ?—About 18 years ago.

14,031. Were the rents put up after the purchase of the estate ?—On the whole estate, with the exception of one farm.

14,032. What was the result ?—All the tenants have gone, almost all.

14,033. Who farms that land now ?—New tenants.

14,034. Did the landlord ever farm the land himself ?—Yes, 10 farms at once.

14,035. How long did that state of things continue ?—It varied, some more or less, some for four, five, six, and seven years.

14,036. Can you give any illustration of increase of rent ?—I can give four instances.

14,037. With the result of such increase ?—Yes.

14,038. Please put them in ?—Ty ucha. The rent in the time of Mr. Hanmer, the owner previous to Mr. Pochin, was 100*l.* ; to the following tenant, a son of Mr. Richard Edwards, 120*l.* Thomas Edwards occupied it from 12 to 13 years, and he went from there perfectly poor.

14,039. Then the second instance ?—Penllyn. Robert Williams was a tenant in Mr. Hanmer's time. The rent was 70*l.* Mr. Pochin for some years cultivated it. It was let to a certain William Roberts for 116*l.* William Roberts only occupied it for about three years. Mr. Roberts left it, and Mr. Pochin cultivated it or farmed it himself for two or three years afterwards. It is now let for 100*l.*, after two fields have been taken from it—mountain fields.

14,040. Then a third instance ?—Gardd. 75*l.* was the rent in Mr. Hanmer's time. He became bankrupt owing to circumstances peculiarly his own.

Chairman—continued.

14,041. And what then ?—He became bankrupt, because he became security for his son—for private reasons. Then Mr. Pochin came in and cultivated the farm for some years, and then it was accepted for 100*l.* rent, but it is on Mr. Pochin's hands now.

14,042. Then No. 4 ?—The fourth instance is Henblas. Forty years ago the rent of that farm was 48*l.* Its present rent is 88*l.* Those are the instances of the farms that I have.

14,043. Do you know a farm called Goleugell ?—Yes.

14,044. What was the rent of that farm ?—40*l.*

14,045. Did the rector of the parish buy it for 990*l.* ?—Yes.

14,046. Did he refuse to relet it to the old tenant under 60*l.* a year ?—That is what he was offered. That was the offer to the old tenant.

14,047. Did the tenant have to leave ?—Yes, or else he had to take it for that rent.

14,048. And sell his stock ?—He sold a good part of his stock, and he obtained a place in another farm to take the rest.

14,049. Had that tenant improved the farm ?—Yes, he had cleaned off or reclaimed some fields, which were gorse and bushes altogether.

14,050. Was he a Nonconformist ?—Yes.

14,051. What do you consider the condition of farms generally ?—They are in a very bad state in our parish, generally speaking.

14,052. Are you in favour of a land court ?—A land court, or some place where a farmer may appeal to when there is any disagreement.

14,053. Are the tenant farmers coming forward readily to give evidence ?—No, they will not come ; they are afraid of coming.

Lord *Kenyon.*

14,054. Has the rector of the parish got another tenant of that farm, or does he occupy it himself ?—He has another tenant.

Lord *Kenyon*—continued.

14,055. At what rent?—I am not sure. I have not been told that.

Mr. *Brynmor Jones.*

14,056. Did you hear the evidence given by Mr. Owen Hughes, the last witness?—Yes.

14,057. Do you agree with the general evidence that he gave as to most of the tenant farmers being monoglot Welshmen and being Nonconformists?—I cannot say that in our parish.

14,058. Which is your parish?—Eglwys fach.

14,059. Are there many English tenant farmers in your parish, then?—I do not remember that there is a single one.

14,060. Then I may take it that the tenant farmers in your parish are practically all Welshmen?—Yes, all.

14,061. Habitually using the Welsh language?—Always.

14,062. And Nonconformists?—Almost all.

14,063. Do they find it difficult to pay their rent?—Yes, they find great difficulty. I do not say that there are not half a dozen farms in the parish getting their rent comfortably without much trouble.

Mr. *Griffiths.*

14,064. About how many farms are there in the parish?—Over 100, at any rate.

14,065. And you say there are only six that are able really to pay their way fairly?—Yes, without getting extraneous help.

Mr. *Richard Jones.*

14,066. What sort of a farmer is Mr. Pochin?—He is a very good farmer.

14,067. Then we are to understand that when the rent of Penllyn was 70*l.* and Mr. Pochin had it in his own hands, he expended a lot of money in improvements to make it of the value of 116*l.* a year?—If it had paid, the tenant, William Roberts, who was a good tenant, would not have gone from there in three years.

See 15,036.

14,068. Then do you wish the Commission to understand that Mr. Pochin lets his land to the highest bidder?—That is the rule. The security for rent comes in from two sources to the landlord. First of all he can take possession of the stock, and secondly there has hardly any farms been let in the parish without a tenant having one or two sureties.

14,069. Have you anything further to say?—I have nothing in particular to say with regard to that estate.

Mr. *Grove.*

14,070. Why are the tenant farmers afraid to come and give evidence?—They are afraid of notice to quit.

14,071. Do they understand the provisions of the Witnesses' Protection Act?—Some know, but they have no faith in the Act. They know of the Act, but the farmers do not think that the law can protect them at all.

Professor *Rhŷs.*

14,072. You mentioned just now that some of the farmers had extraneous help to pay the rents. What do you mean?—Borrowing money in the banks and running into debt with tradesmen.

14,073. When did Mr. Pochin buy this estate?—About 18 years ago.

14,074. You said that he lets his farm to the highest bidder, as I understand?—Yes, and it is so.

14,075. Who owned this estate before Mr. Pochin had it?—William Hanmer, Esq.

14,076. Do you know how long that gentleman and his family owned that estate?—Some centuries. They were an ancient family.

14,077. Was that family in the habit of letting the farms to the highest bidder like the present owner?—I do not understand that they did so.

14,078. You have heard from your parents and other people in the country what was the custom?—Yes.

14,079. They did not let it to the highest bidder?—No, they looked for the best tenant. With regard to that estate there is only one tenant on it since Mr. Hanmer's time.

14,080. The consequence of carrying out that system is that they have got rid of the old tenants? Is that it?—There is only one tenant.

14,081. They have got rid of them all excepting one?—Yes.

Sir *John Llewelyn.*

14,082. Were the repairs upon the estate in good order when it was sold?—No.

14,083. Has the present owner spent much money in repairing these buildings?—Yes, the outbuildings especially are very good on the whole of the estate.

14,084. Do you not think that would have a material effect in the rise of the rents?—That was rather done when the landlord cultivated the farms himself.

Chairman.

14,085. I have one or two questions by Mr. Vincent. "Mr. Pochin says the increase of "rent on the whole of his estate at the time "when he came in was not more than from 10*l.* "to 20*l.* Do you contradict this?"—I contradict that in one farm.

14,086. Do you contradict what Mr. Pochin says?—I contradict the whole of that sum from one farm.

14,087. "Does not Mr. Pochin give abatements?"—Yes. He did so at the last rent audit—a 10 per cent. abatement.

14,088. "Mr. Pochin is not a Churchman, is he?"—No, I do not think he is.

14,089. "Can you name any single case of "intimidation by any landlord, or of any form "of threatening?"—With regard to this inquiry?

14,090. Yes?—No, nothing has been said publicly.

Sir *John Llewelyn.*

14,091. Or privately? — Not as far as I know.

Chairman.

14,092. Then there is a question by Mr. Owen Wynne. "Are you a practical farmer yourself?"—No.

14,093. "How much land do you hold?"—No land.

Chairman—continued.

14,094. Then there is another question by Mr. Vincent. "You may show a greater "increase on one farm, but do you know that "some farms were not reduced?"—No, I do not know of one on that estate.

14,095. Then there is a question by Mr. David Jones. "Can you produce the agreement re- "ferring to the tenancy of Goleugell submitted "by the rector to the intended new tenant?"—I can produce a copy of the agreement (*handing in same*).

The witness withdrew.

Adjourned for a short time.

Colonel CHARLES A. WYNNE FINCH recalled and further examined.

Chairman.

14,096. Do you wish to correct anything?—Yes, two answers that I gave inadvertently to questions put to me.

13,932. 14,097. If you please, what were they?—One was about the question of the language. I said that my agent's clerk spoke Welsh and was able to interpret. He is an Anglesea man who does not interpret because he does not speak Welsh sufficiently, and he has never acted as interpreter. I had confused him with the last clerk who did speak Welsh.

13,912. 14,098. Is there anything else?—I was asked about a certain Rowland Jones who had built a house on a 60 years' lease, and the question was put to me, as I understood it, whether he would be allowed to buy it.

Chairman—continued.

14,099. Yes, I remember the question?—It was the other way, that Rowland Jones wished me to buy up his lease.

14,100. He asked you to buy it?—He asked me to buy up the lease, and I declined to do so.

14,101. He asked you to buy the remainder of the lease?—He asked me if I would buy the remainder of his lease, which I declined to do.

14,102. Is that all?—That is all.

The witness withdrew.

Mr. HENRY CURR called and examined.

Chairman.

14,103. You are agent to the Earl of Ancaster?—I am.

14,104. And you look after the Gwydyr estate?—Yes.

14,105. As well as the Drummond Castle estate?—Yes.

14,106. How large is the Gwydyr estate?—It is 32,937 acres.

14,107. Nearly 33,000 acres?—Close upon 33,000 acres.

14,108. And for what district do you give evidence?—Llanrwst.

14,109. Bettwsycoed district and Gwydyr?—Yes. I may mention that the whole estate is in Carnarvonshire, except about nine acres in Denbighshire.

14,110. Have you had any squatters' cottages?—One case.

14,111. Then we need not go into that?—I may mention it was over 20 years ago, and it was surrendered and a lease for life granted at a nominal rent.

14,112. Then, of course, politics, language, or religion make no difference between Lord Ancaster and the tenant at all?—No.

14,113. Have you some sub-agents?—Yes.

14,114. Have you and the sub-agents received any special training for the supervision of agricultural land?—I have been trained in a land agent's office, and my assistant, the local agent, has been trained in my office in Scotland.

Chairman—continued.

14,115. What is the usual date of entry in your district?—30th November.

14,116. And, of course, your farms are let on yearly tenancies, like they are all over this part of Wales?—Yes from year to year.

14,117. What do you say about leases?—Well, I offered leases when I came here first. I recommended the tenants to accept leases, but they declined to accept them, because they preferred annual tenancies under agreement. One lease was granted before my day, and, when it expired, the tenant preferred to hold on under a yearly agreement.

Mr. *Seebohm.*

14,118. Do you know how long ago that was?—I have been agent 20 years, and it was about two years before I came here that the lease was granted.

Chairman.

14,119. You have no cases of hardship, and no damage was done that was not compensated for?—No.

14,120. Will you put in your two agreements?—Yes; these are the two (*handing them in*).

Chairman—continued.

14,121. Have you any penalising clauses in your agreements?—We have, but they have never been acted on; and I may mention that under the agreement the tenants were bound to pay interest on buildings and drainage and other things, and to do the carriages; but virtually they have never been asked to do so.

14,122. They have never been asked to do it on the Gwydir estate?—Except when they have horses and are able to perform the carriages, but very few perform the carriages.

14,123. Practically, on the estate the haulage is a dead letter?—Practically, very little is done.

14,124. Will you tell me how the rent is usually fixed?—At so much per acre.

14,125. And, of course, you charge the small tenants a little more than the big ones?—Yes. The rental of farms and lands prior to 1869 was 5,901*l.* 11*s.* 6*d.* In 1869 there was a re-valuation by two valuers appointed by the late Lord Willoughby. It has not been valued since. The rental now is 6,650*l.* 15*s.* 2*d.*, or an increase of 759*l.* 3*s.* 8*d.*

14,126. Is the rental now 6,000*l.* a year?—Of all the farms and lands. Of course, you have ground rents, and you have mineral rents as well.

14,127. That is the Willoughby estate, the Gwydyr estate?—Yes.

14,128. What is the usual rent of average lands of different qualities in your district?—Well, it is very difficult to answer. Upland farms, principally grazing, range from 1*s.* 6*d.* to 2*s.* 10*d.* per acre. Upland farms, partly grazing and partly arable, from 3*s.* 8*d.* to 9*s.* per acre. Low and sideland farms from 15*s.* 1*d.* to 1*l.* 6*s.* 6*d.* per acre. Lowland farms, consisting mostly of excellent meadow land, from 1*l.* 16*s.* 9*d.* to 2*l.* 8*s.* 9*d.*

14,129. Then I think you have told us about the rents. They were fixed by valuation about 23 years ago, in Alberie, Lord Willoughby's time?—Yes.

14,130 About the selection of tenants. You let them to the highest bidder, I suppose?—No, I select them

14,131. And you try to find out about the capital?—Yes.

14,132. And arbitration, is that ever resorted to? Do you find that necessary?—No, it is never required.

14,133. Have the rents been raised generally?—No, they have not.

14,134. Now tell us about reductions and abatements?—In a few cases permanent reductions have been made. In all the other cases, abatements of from 10 to 20 per cent. have been allowed. I may mention that abatements amounting to 10,984*l.* 14*s.* 7*d.* has been allowed, commencing in 1879. In 1879 20 per cent., and 10 per cent. was allowed; in 1880 20 per cent., and 15 per cent.; in 1882 15 per cent., then in 1885 15 per cent., in 1886 20 per cent., 1887 20 per cent.; 1888 20 per cent.; 1889 20 per cent.; 1890 10 per cent.; 1891 10 per cent.; 1892 10 per cent. and 20 per cent.; and we give 20 per cent. at the next collection; but without reckoning what we propose to give next week, which will be over 600*l.*, the total sum given in abatements amounts to 10,984*l.* 14*s.* 7*d.*

Chairman—continued.

14,135. That is since 1879?—Since 1879.

14,136. Then you have a valuer appointed by the owner for raising rents?—We have not raised any rents; but any question that arises as to the rent, the local agent, who is a competent man, goes over the farm, sometimes I go with him, and we fix the rent ourselves. There is no difficulty.

14,137. When do you exact the rent when due?—Rent falls due half yearly on 30th May and 30th November. The rents due on the 30th May are received in September, and the rents due on the 30th November are received in January.

14,138. And Lord Ancaster pays all the tithes?—All the tithes.

14,139. Land tax and everything?—Yes.

14,140. About the small holdings, what can you say about them?—A number of small holdings have been consolidated where the tenants have died, or left voluntarily. In some cases this has proved beneficial. In others, where capital was insufficient, it was not beneficial.

14,141. And were they upland or lowland farms?—Principally upland.

14,142. And about the rent, what has been the effects of consolidation on rent?—No alteration. There has been some saving in the cost of buildings where the buildings were all bad, and where new buildings were required, one set of buildings were erected sufficient for two farms.

14,143. You do not stand any sub-letting?—No.

14,144. You think the large holdings are better farmed than the small ones?—Yes.

14,145. Now about the state of cultivation, what is it?—Principally cattle and sheep-breeding and grazing.

14,146. Is there any scarcity of labourers?—No, we have not found any difficulty in that way.

14,147. Did embanking rivers cost anything to the estate?—A very large amount.

14,148. What river was it?—The Conway and other rivers as well, the Llugwy and the Lledr to a certain amount, but principally the Conway.

14,149. Then as to the improvements?—The expenditure on new buildings and repairs to buildings, since 1872, 40,460*l.* 9*s.* 6*d.*, exclusive of the value of home timber, which has been largely used, and which is not included in the above sum. No interest has been charged on expenditure and buildings, except in a few cases where hay-sheds have been erected. We charge interest on hay-sheds, because all wanted hay-sheds.

Mr. *Seebohm.*

14,150. I see in the agreement you have a right to charge 5 per cent., but you do not charge

Mr. *Seebohm*—continued.

it?—We do not charge it. Then the expenditure on wire fences since 1872 has been 8,035*l.* 15*s.* 2*d.* Those fences have all been erected at the request of the tenants. As a general rule, the tenants pay interest on the cost at 5 per cent., the owner keeping the fences in repair without any additional charge. I wish to mention in connexion with that, my Lord, we have erected about 138 miles of fences. When I came here there were no wire fences, and I recommended the tenants to adopt the wire system to prevent the hounding of sheep. Dogs were in all directions hunting after sheep and very much injuring them, and I recommended the erection of wire fences, and I pointed out to them that in Scotland the tenants there in many cases erected the wire fences entirely at their own cost, and I advised the tenants at that time to apply for fences, and I would recommend their erection, charging the tenants 5 per cent. interest, and I think for all who applied for fences, we erected wire fences, and they agreed to pay interest at 5 per cent. on the cost, the owner keeping the fences in repair free of cost to the tenant.

Chairman.

14,151. 138 miles of wire fences?—138 miles of wire fences, and the cost is 8,035*l.* 15*s.* 2*d.*; and I may tell you that the interest we actually get is 254*l.*, because we have in some cases made no charge; so the interest on the money spent on fences would amount to 401*l.*, and actually we get 254*l.*; but I think that in all cases where interest is paid it has been paid most willingly by the tenants; they consider wire fences to be a great advantage.

14,152. What have the tenants done besides that in improvements?—Well, I cannot say that the tenants have improved the property in any way.

14,153 and 14,154. Has any draining been done at all?—Old Lord Willoughby maintained for many years a large staff of men at Gwydyr, who drained the land for the tenants, so that all the land was then drained by surface drains or tiled drains. Since then very little has been done. Some tenants have drained small portions. Lord Ancaster supplied the tiles, and they did the labour; but that has been to a very, very small extent.

14,155. How does the Agricultural Holdings Act come out?—Well, your Lordship will observe if you look at the agreement that we provide for compensation so far as it is not inconsistent with that, and I think the terms we offer are much more favourable than the Agricultural Holdings Act gives, that is to say, we allow seven years for lime and five years for undissolved bones, and so on; so the terms there are not only considerably better than the terms of the Agricultural Holdings Act, but they are specific; and they enable the tenant at once to see what claim he has if he should leave the estate.

Mr. *Seebohm.*

14,156. They have the right to fall back upon the Act?—So far as they are not provided for. The agreement provides that, so far as the Agricultural Holdings Act does not apply, those things will come under the agreement.

Chairman.

14,157. How about the custom of the country?—The custom of the country does not apply. But with regard to Question 100, I say, no, they do not, because they always ask the landlord to do them; that is to say, they never ask for any written consent of the landlord. Consent has never been asked.

14,158. Then as to the custom with regard to the sale of sheep?—Well, the agreement provides for that. Breeding ewes will be taken by the landlord, or the in-coming tenant, at a valuation. That is all that is necessary.

14,159. Then there is no game kept on the estate at all?—Very little game, and I only saw one hare in the course of my perambulations in the course of 15 years, I think.

14,160. And what game there is the tenants have?—No. The game is let, such as it is. There is very little game on the place.

14,161. Whom is it let to?—A large portion is let to Colonel Grove.

14,162?—Is there any difficulty as to that?—No difficulty. I never heard of any.

14,163. You never heard any complaints?—No. So particular are we that we pay for rabbit trappers. There is a man kept by Lord Ancaster whose sole duty it is to trap and kill the rabbits, so as to keep them down.

14,164. Have you planted a very large number of trees?—A very large number of trees.

14,165. Is there any instruction given in butter and cheese-making?—There have been in the neighbourhood here some lectures given on butter-making.

14,166. They seem to have been well attended?—Yes. The agricultural lectures have been given at Dolwyddelen and Trefriw. The attendance averaged from 40 to 80.

14,167. That is a fair average?—Yes.

14,168. Are the railway rates high?—Yes.

14,169. There is nothing about co-operation except that the tenants assist each other in the sheep-shearing?—That is all.

14,170. The farmers do not insure?—No, very few. The proprietor insures the buildings at his own cost.

14,171. You can only give two instances, can you, of tenant farmers who have bought their own or other holdings, can you?—Yes. Mr. Jones, Berth du, purchased from the owner of Gwydyr, at a public sale, the farm of Cae-Melwr, in the neighbourhood of Llanrwst, at the price of 4,150*l.*, being 33¾ years' purchase. Mr. Robert Jones, butcher, Liverpool, purchased Pen-y-garnedd at 59⅔ years' purchase; the whole land sold brought 39 years' purchase. These are the two farms, but separate portions of land were sold at the same time. See 14,487–14,524.

Chairman—continued.

14,172. They are outlying farms?—Yes, and the whole land sold brought 39 years' purchase in 1884.

14,173. About the tenants, they work hard, I suppose?—Oh, yes.

14,174. Very hard?—Yes.

14,175. Harder than they do in England?—I have very little knowledge of England.

14,176. Harder than they do in Scotland?—No, I do not think they do.

14,177. About the same?—About the same.

14,178. The children, do they work hard too?—Oh, yes, I believe they do.

14,179. Then you say the holdings are so small, generally, that hired labour is not required, except during the hay harvest, is that so?—That is so.

14,180. And the labourers live on the farm premises, just as we have heard?—Yes.

14,181. Very few in cottages?—No.

14,182. Is the accommodation for the labourers in the farm premises as it ought to be?—I think so, from the extent of the farms.

14,183. It is better on your estate than it is, as we have heard, on others. We have heard some very bad accounts?—I have not seen the other estates here.

14,184. Do you think it is decent?—Oh, I think so. It is quite as good as they have in Scotland, and in some respects better.

14,185. Have the cottages been increased?—Well, I do not know that there is much increase, but the cottages have been repaired and improved, and some new cottages erected in place of old ones.

14,186. You have generally gardens, and in many cases allotments?—Yes.

14,187. Held from Lord Ancaster himself?—Himself.

14,188. What do you think about the improvements in the state of tenant farmers?—That is to say, the houses of the tenant farmers?

14,189. Yes?—Well, they are very much improved. New houses, well constructed, of suitable accommodation; generally five rooms and upwards. I think they will be found as good houses probably as you will find anywhere for the same class of tenant.

14,190. And there has been no migration, or not very much?—Very little.

14,191. They do not keep dairy and farming accounts, I suppose?—No, I believe not.

14,192. Then I suppose the importation of cattle and sheep, and, principally bad seasons, have tended to cause depression?—I think so.

14,193. I need not ask you what the general relations are between landlord and tenant?—Oh, I think they are very satisfactory. We have had addresses presented to the proprietor from the tenants.

14,194. Then we have got already your evidence about the money spent in repairs and improvements, and I think that is all I have to ask you?—I will just simply say that the total sums expended on new buildings and repairs to buildings on the Gwydyr estate since 1872 is 40,460*l.* 9*s.* 6*d.* Sum expended on farm fences since 1872 is 8,035*l.* 15*s.* 2*d.* Sum allowed to tenants by way of abatement, commencing in 1879, is 10,984*l.* 14*s.* 7*d.* Ditto for unexhausted manure and for carriages, 227*l.* 5*s.* 6*d.* Sum paid for the tenants for tithes, 557*l.* 4*s.* 11*d.* Altogether 60,265*l.* 9*s.* 8*d.* The interest on that sum at 5 per cent. would be 3,013*l.* The increase of rent that Lord Ancaster has got is 759*l.*, showing a reduction on the whole rental of 2,254*l.*

Chairman—continued.

14,195. A reduction of 2,254*l.* on the whole estate?—Yes; that is how it works out now.

Mr. *Brynmor Jones.*

14,196. I seen in the agreement put in, in Clauses 7, 8, 9, 10, and 11, there are penalties expressed to be recoverable as liquidated damages, provided for breaches by the tenants?—Yes.

14,197. Do you remember any instance in which you have had to enforce a claim against the tenants?—No, not within the last 20 years.

14,198. Looking at this agreement, this is the first time, I think, that we have had so clear a requirement with regard to compensation. It is expressly provided by Clause 14 that "the "Agricultural Holdings Act, 1883, shall not "apply to the contract of tenancy of the said "lands and premises, except in so far as com-"pensation for improvements provided to be "paid to the tenant under the said Act is not "secured to the tenant by this agreement"?—Yes.

14,199. So that the general effect is this, that you offer a substituted agreement for compensation, and that if that agreement does not apply then you allow the tenant whatever rights he has under the Act?—That is so. We considered it was more beneficial to the tenant, the terms that we offered, and as simplifying a settlement very much.

14,200. Quite so; and so far as your agreement does not go far enough, you do not exclude the operation of the Act?—No.

Mr. *Griffiths.*

14,201. I think you stated in your paper that there is not much poultry farming?—No.

14,202. Have you provided suitable buildings on the different farms for poultry?—When we have been asked we have always provided them. We have always been very liberal in building.

14,203. Tenants cannot keep poultry without they get buildings on their farms?—We have always been willing to provide buildings when we have been asked. It is more important to get good houses for the tenants. I have no doubt that Lord Ancaster will be very pleased to do anything he can to help the tenants in any way.

14,204. What has been the result of these classes or lectures on cheese and butter making?—I cannot say, but I think they are beneficial. From my experience in Scotland, I think they

Mr. *Griffiths*—continued.

have done a good deal of good. I cannot speak from experience here, but in Scotland the classes for butter making have done a great deal of good.

14,205. Would you give preference to a tenant who is well educated and has some knowledge of science in farming to a tenant who knows nothing about it?—Oh, yes; we prefer an educated man.

14,206. I think I have heard some complaint by the young men I have seen here, that they find the aged men will not allow them to use appliances nor to put into practice what they have learned in these classes?—Well, my experience is, that the best way to introduce improvements is to have some new tenants imported who would, but that is very unpopular. In Scotland, when we introduce new tenancies, I have found they use improved machinery and approved appliances.

14,207. Do your tenants and agents speak Welsh?—No, we do not speak Welsh, but we have always had the mine inspector, who generally has acted as interpreter, and the local agent has a Welsh clerk, who also speaks Welsh.

Mr. *Richard Jones.*

14,208. Would you enforce the seventh clause in the agreement on a tenant?—Would you tell me what the clause says? I am afraid I have not a copy. This is a previous agreement I have in my hand. There may be a difference.

14,209. "The tenant shall not take two successive crops of hay off any portion of the premises without having previously top-dressed the same with at least 15 tons of good farmyard manure per acre, or an equivalent of artificial manure, to be approved of by the agent of Gwydyr"?—Well, we have never interfered with the tenant, as a rule. Both here and in Scotland, where the tenants are honest men, we do not interfere with them at all, and in a special year like this, no question is raised. We have never been required to act upon those clauses. Those clauses are intended very much for rogues who should happen to come to Gwydyr.

14,210. With regard to the eleventh clause, what is the objection to a tenant keeping a goat?—Oh! because they destroy so much. They injure trees. It is found wherever goats are introduced, they bark the trees and destroy all the woods.

14,211. I suppose you are aware that this clause is not in accordance with the provision of the Agricultural Holdings Act, that the tenant is to give seven days' notice at least when he intends to apply lime and bones to the land?—No.

Mr. *Richard Jones*—continued.

14,212. What is the object?—The object is to secure that a proper check should be made. It is necessary to have a proper check. There are not more than 42 and not less than 7 days, ample time to give an agent notice, so that if he thinks proper he can send someone to see that the bones are properly applied. I know cases where bones have been purchased and the receipts have been given and produced and the bones have never been applied to the land at all.

Mr. *Seebohm.*

14,213. On the question about the tithes; you said that 557*l.* had been paid for tithes. Do you pay the tithes now without increasing the rent?—Altogether. Lord Ancaster commenced a few years ago to pay the tithes. He has paid the tithes in addition to giving an abatement. He pays the tithes now.

14,214. He has made a reduction in fact?—Yes, but I mentioned it as part of the expenditure for the benefit of tenants, because under their agreements they are bound to pay the tithes.

Mr. *Griffiths.*

14,215. What kind of crops of hay have you had this season?—In Scotland?

14,216. No, here in Wales?—Not good.

14,217. Half the usual quantity?—I am not able to say, because I was not resident here at the time the crop was gathered.

14,218. Because in my part of the country we had scarcely any at all. Have the tenants here any silos?—Yes, they have; and Lord Ancaster's local agent took out a patent for a silo and it can be seen at Gwydyr; it is an excellent silo, and has been used year by year. I do not know whether the tenants have taken advantage of it, but it is an excellent silo, worked by water pressure.

Chairman.

14,219. Mr. Vincent asks you this question, "Do you expect that the cottages on Lord "Ancaster's estate are any better than those on "the estates of the other large landowners about "here?"—No.

Re-examined, 14,356.

Mr. Robert Roberts called and examined through an interpreter.

Chairman.

14,220. You are a tenant of Lord Penrhyn?—Yes.

14,221. Are you a tenant of his Lordship now?—Yes.

14,222. Have you spent any money on your farm?—Yes.

Chairman—continued.

14,223. Was your farm re-valued?—No, not re-valued.

14,224. When did Colonel West value your farm?—Five or six years ago.

14,225. What did he say at that time?—He said he could not help it, that I had spent the

Chairman—continued.

money, and that he was reducing the rent on his estate at that time, but he said that he could not reduce my rent.

14,226. Were the rents on the estate generally reduced at that time?—The rents of several were reduced, but not the rents of everybody.

14,227. And do you think that your rent was reduced on account of the money that you had spent on the farm? Do I understand you to say that?—No, my rent was not reduced at all. I have still the same rent.

Professor *Rhŷs.*

14,228. I do not think he quite understood the question—"On account of the money that he had spent?" (*The question was repeated by the interpreter.*)—Yes. I think he would have had to reduce a good deal, had it not been for the fact that I had spent a lot of money.

Chairman.

14,229. Have you any damage to complain of from game?—They trouble us a little yonder; they do everywhere, so far as I know.

14,230. But not very much?—No, not very much.

14,231. Are you allowed to keep a cat?—No one prevents us; no one has ever told us not to keep a cat.

14,232. Were you ever prevented from keeping a cat?—No; no one ever told me not to.

14,233. What is your opinion of the position of tenant farmers?—I think that their position or state is very bad.

14,234. Are you in favour of a land court?—I think every one who has an instinct for cultivating the land is in favour of it.

14,235. Are you yourself in favour of it?—Yes.

Sir *John Llewelyn.*

14,236. How long have you been in Tai hirion?—30 years.

14,237. Has the rent been altered in any way?—No, the same rent since I am yonder.

14,238. How much money do you allege you spent on the farm or permanent repairs?—I have spent money on drainage and hedges. I had the land as a mountain. There was neither a wall nor anything on it.

14,239. How much do you say you have spent upon it in putting up hedges and drainage?—I have spent 600*l.*, or more than that.

14,240. Anything upon farm buildings?—Nothing on the buildings.

14,241. Then it is for the hedges and drainage?—Yes.

14,242. Is there anything in your agreement with your landlord about that?—Yes, there is a clause as to compensation for them, but the clause is only for 20 years.

14,243. Then do you consider that a land court would give you better terms than that?—I could not say whether the land court would give better terms. I am not able to say that.

Professor *Rhŷs.*

You say that you have not been prevented from keeping a cat?

Chairman.

He withdrew all about his cats.

Mr. *Richard Jones.*

He admitted that this took place some time ago, but he does not withdraw it.

Professor *Rhŷs.*

14,244. I want to ask him whether the landlord sends round the rat killer, and has the wages of the rat killer debited against the rent?—Yes, that has been so.

14,245. What were your cats doing when it was necessary to have a man to kill the rats?—I cannot say why the cats did not kill them.

14,246. Had you cats?—Yes.

14,247. The cats preferred the rabbits, perhaps?—They are fond of rabbits. We lose the cats when they become a good size—when they know what is what.

Mr. *Seebohm.*

14,248. There never was anything in the agreement about the cats?—No, nothing.

Mr. *Griffiths.*

14,249. Have you the same courage to improve your farm now as you used to?—No.

14,250. Why?—Because they have dealt so harshly with me.

14,251. Are you afraid they will come and value your farm again?—I do not know about that. I should not care to venture to spend money like that again as I have done.

Lord *Kenyon.*

I did not gather from the witness whether he said out how much he thought he had spent.

Chairman.

Yes, he did.

Professor *Rhŷs.*

He said 600*l.*, or more.

Lord *Kenyon.*

14,252. May I ask what the acreage is, and what the rent is?—180 acres without the wood. The rent is 145*l.*

Chairman.

Colonel West, you wish to make some rebutting statement about the rent. Shall I put the questions, or will you come into the box first?

Colonel *West.*—I would rather the questions be put first.

Chairman.

14,253. Questions by Colonel West: "Did "you receive a sum of money from the late

Chairman—continued.

"Lord Penrhyn in compensation for the loss of "two horses?"—Yes.

14,254. "What was the amount"?—I only received 30*l.* from the late Lord Penrhyn on one occasion, as compensation for two horses, valued at 120*l.*

14,255. "Did Lord Penrhyn give you a "mowing machine, value 22*l.*?"—Yes.

14,256. "Did he give you also the whole "of the seeds you required for one year"?—He ordered them and I paid.

21,429.

Chairman—continued.

14,257. "Did you receive 30*l.* from the "present Lord Penrhyn in 1889 to compensate "you for a horse you lost?"—Yes, I had 30*l.* from him.

14,258. "Did you sign a receipt?"—Ye .

14,259. "Was the tithe which you had "previously paid, paid for you in 1886?"—Yes, it has been paid always since they have taken it.

Colonel West re-called and further examined.

(*The evidence of Colonel West was translated by an interpreter into the Welsh language to Mr. Robert Roberts.*)

Chairman.

14,260. Colonel West, do you want to make some statement about the rent, first of all?—Yes, my Lord.

14,260*a*. Only as to that, is it?—As to the whole question of why his rent was not reduced.

Mr. Robert Roberts stated that his rent was not reduced in 1886 at the time that other rents were reduced, and that I made a re-valuation, but did not change his rent. I wish to state that I made a great many valuations at that time of different farms on account of what I considered the inequality of the rents, and I re-valued them with regard to what I believed to be the real value of the farms, and I did not consider that the rent which he paid was too high a rent for the farm. The farm consists of 219 acres. It is 13*s.* 3*d.* an acre. The rent is the same that it was when Lord Penrhyn purchased the farms, one of which he purchased in 1861 and the other in 1868. He (Mr. Roberts) came as tenant from Anglesey, and took both the farms at the old rents, and since that there has been no alteration except that in 1886, when he says that his rent was not reduced. Lord Penrhyn took upon himself the payment of tithe, being 15*l.* a year. Therefore it is the fact that in 1886 his rent was reduced by the sum of the tithe. When he took the farm, the house and buildings were rebuilt at a cost of from 1,000*l.* to 1,500*l.* He has received in abatements since 1886 the sum of 105*l.* 10*s.* I understand from his evidence that he claimed to have made certain improvements upon the farm, and I looked at the improvements at the time, and I did not consider that they were of any value. He has made no claim for any sum of money. If he will send me in a claim for any amount that he has expended I shall be glad to have the improvements valued in the fair course of valuation, and he shall be paid whatever that valuation may be. He has never made any claim as yet.

The only other matter is that of the rat catcher which he mentioned. Some years ago, for the benefit of the tenants, I asked them whether they would have a skilled rat catcher at a small sum, the remainder of the cost being paid by the landlord. The arrangement went on for a

Witness—continued.

short time, I think, not more than a year or so. Two or three tenants complained about it, and I immediately stopped it. That is all I have to say, my Lord.

Mr. *Brynmor Jones.*

14,260*b*. I understand that you admit that you did have some conversation with Roberts about his improvements?—He pointed out to me some drains. That is all that I know of.

14,261. You did have a conversation with him?—About some drains which he said he had made.

14,262 Did you have a conversation with him about the improvements?—Yes, about the drains.

14,263. About the improvements was my question?—In my mind they were not improvements.

14,264. Drainage is not an improvement?—No, they were badly done.

14,265. Is drainage an improvement?—Not if it is badly done. It makes the land a great deal worse in many cases.

14,266. I wish you would kindly answer my question?—I say it is not an improvement if badly done.

14,267. Did you have a conversation about things that he said were improvements?—Nothing else that I remember of any kind except these drains.

14,268. Did you have a conversation with him about things that he alleged to be improvements?—No, not that I remember.

14,269. Not about anything that he said to be improvements?—No, except these drains.

14,270. Except these drains?—Yes, except these drains as I have repeated.

14,271. But you do not answer my question?—Will you put it again, please?

14,272. Did you have a conversation about some things or other that Roberts alleged to be improvements?—I did not, except the drains, which were alleged by him to be an improvement.

Mr. *Brynmor Jones*—continued.

14,273. Then your answer is rather inconsistent, surely?—Well, I shall be glad to know how.

14,274. I asked you a very simple question, Col. West. Is it not the fact that he said he had expended money on improvements, and that you said you could not help that, but the tenant had spent his money, and that it was your duty to value the farm as you found it?—No, I did not. I valued the farm as I found it, but—

14,275. Stop a moment. It was your duty to value it as you found it, was it?—It was.

14,276. You did not tell him so?—Well, I daresay I did tell him so.

14,277. But a moment ago I put the words to you and you said no?—That I did not tell him that I was bound to value the farm as it stood?

14,278. You told him so?—Well I have no recollection really of what I told him one way or the other. I daresay I told him. It was my duty to value the farm as it was, and I may have told him so, or I may not. It certainly was my duty to do so.

14,279 Quite so. Then even if he had effected very considerable improvements, you said it was your duty to value the farm for the purpose of determining what rent he ought to pay without regard to any improvements that he had made?—By no means whatsoever. When I value a farm I value the farm as it is, and then I ascertain how much of that value is due to the tenant's improvements. If I find that the whole of any increased value which I should put upon the farm, as compared with what it was before, is due to the tenant's improvements, I do not put any increased value whatever upon the farm.

14,280. But you are the judge of that?—I am the judge of that.

14,281. You do not refer to the question of what the rent shall be to some impartial person?—Not unless the tenant wished to do so.

Lord *Kenyon.*

14,282. If he wished to do so you would?—I should at once refer it to an impartial person, but I have had several cases of valuation of that kind in which the farm has been immensely improved by the tenant and in which I have not put any additional value upon it.

Mr. JOHN PRITCHARD called and examined through an interpreter.

Chairman.

See 21,387–21,428.

14,283. You are a tenant on the Belmont estate?—Yes.

14,284. Who is your landlord?—Mr. Lenthall.

14,285. Has your landlord erected farm buildings for you?—No, nothing.

14,286. Were you obliged, in consequence of having no buildings, to lay down the whole of your farm into permanent pasture?—Yes.

14,287. Up to that time did you sustain a considerable annual loss?—I lost a good deal while I was cultivating the land

14,288. Have you anything to complain of with regard to rabbits?—Yes, they trespass a great deal, and I am not allowed to lay traps in order to catch them.

14,289. Do you not know there is an Act called the Ground Game Act?—I have heard of it.

14,290. Why did you not take advantage of it?—I cannot.

14,291. Why not?—Because the keeper watches everything. I cannot set a trap in the holes in the walls.

14,292. Why not, is it on account of the keepers?—Because the keepers say that there is a danger of the pheasants and partridges going into the traps, and that the law of Britain compels us to set the traps in their holes, or not at all.

14,293. Are the workmen's cottages in a good state?—They have all fallen into ruins.

14,294. On Mr. Lenthall's estate?—Seven workmen's cottages have fallen into ruins on his estate, three of them on my own farm.

14,295. Do you consider the condition of farmers satisfactory in the locality?—Not nearly satisfactory.

Chairman—continued.

14,296. Are tenant farmers compelled to carry coal for the landlord?—Yes, and at one time work in the hay harvest too.

14,297. At the present time, I mean, has that been done this year?—Yes, they compelled the tenants to carry coal this year.

14,298. And work in the harvest?—No.

14,299. Not now?—Not now.

14,300. Only to carry coal?—Yes.

Sir *John Llewelyn.*

14,301. Do you know the Ground Game Act?—No, not perfectly.

14,302. Do you use traps to catch rabbits?—No, the keeper steals them.

14,303. Then you have used them?—Yes, I have used them, but I had greater loss from losing the traps than I gained by catching the rabbits.

14,304. Why did you not prosecute the keeper for stealing the traps?—He said that I could not prosecute him because I had to lay the traps in the rabbit holes or not all.

14,305. Do you know the keeper took them?—I know that the keeper took some of them, and from that fact I conclude that he took all.

14,306. Did you put them in the holes or in the runs?—In a place where they run through the wall.

14,307. Does that mean a stone wall?—No, through earth and gorse or bushes.

14,308. And there are a great many rabbits troubling there?—Yes, very many.

14,309. Much other game?—No, not much trouble from other game.

14,310. What rent do you pay for the farm Pen-y-garth?—50*l.*

Sir *John Llewelyn*—continued.

14,311. What is the acreage?—From 35 to 36 acres, including the waste land and all, and the waste land would be three to four acres, wood and so on.

14,312. Then you do not consider the Ground Game Act to be a sufficient protection?—No, not nearly.

Mr. *Brynmor Jones.*

14,313. You do not know much about this Act relating to the rabbits?—No, I do not.

14,314. You do not take any interest in it?—I take an interest in it, but I have never seen the Act myself. I have heard people speak of it.

14,315. If you could get it in Welsh, would you read it?—Yes, I would with great pleasure.

Mr. *Grove.*

14,316. Just one question. When you took the present farm did the landlord promise to erect any buildings for you?—Yes, but I am under the third landlord now.

Mr. *Richard Jones.*

14,317. If this place is all laid down in pasture, will you kindly tell us your method of farming?—Grazing it for sheep and cattle, and getting some hay for the winter for the cattle.

14,318. I thought you said you had no buildings?—I have one cowhouse to keep four or five milking cows in. I have been entreating my landlord for the last 10 years to get a few more buildings, and the answer I had was that if the farm did not correspond to the building he would take a field or two from it, and it was at that time that I changed my plans with regard to the way I would farm it, for fear he might take the best fields from me.

14,319. The consequence is that every autumn you sell out cattle, it does not matter what the state of the market is, because you have not buildings to shelter them in the winter?—I must clear them all with the exception of about four cows, and I keep two calves during the winter, and that is all.

14,320. Did you go to the expense of laying down this farm with permanent grass?—Yes.

14,321. Can you tell us how much an acre it would cost?—No, I cannot say now. I have not considered that.

Mr. *Richard Jones*—continued.

14,322. Supposing that you received notice to quit, could you recover anything for the expense that you went to in laying down this farm with those grasses?—No, nothing.

14,323. I see according to the number of acres of the farm and the rent that your place is rented at about 22*s.* an acre; that is, not including the waste. What is the average rental per acre of the adjoining farms?—On one side, 12*s.* an acre. A little below me you get into better land that reaches from 35*s.* to 2*l.* an acre.

14,324. How does your land compare with that land which is from 35*s.* to 2*l.*?—It is far worse land.

Mr. *Griffiths.*

14,325. Do you suggest any remedies?—I agree with the friends who have spoken about that point before this.

Professor *Rhŷs.*

14,326. Who are they?—Those who have spoken last. We must have them, otherwise we will become bankrupt.

Lord *Kenyon.*

14,327. Was there a clause in your agreement compelling you to cart coal and work with the team in harvest?—I never had an agreement. I never signed an agreement. They have tried, but the reason I gave was that I cultivated my land better than they asked.

Professor *Rhŷs.*

14,328. The reason for what?—My reason for not signing an agreement.

Chairman.

14,329. Question put in by Mr. Geo. Bovill: "If the tenants did carry coal, were they not "paid?"—No, nothing. I have also been carrying coal, although I never signed.

14,330. "Did they not know when they took "their farms that they would be expected to "do so?"—Yes, quite well.

14,331. Question by Mr. Owen Wynne: "If "you had no agreement, was not all the game "in your own hands?"—I expect it was, but I did not like to offend my master, so I left everything to him.

Mr. OWEN OWEN called and examined through an interpreter.

Chairman.

14,332. What is the name of your farm?—Maesygarnedd.

14,333. Do you know who your landlord is?—No, I do not.

14,334. To whom do you pay the rent?—The solicitor who acts for the mortgagees.

14,335. Where did your father, Mr. Elias Owen, live?—Dolwyddelen. The first part of his life at Tanycastell.

14,336. Who was his landlord?—Lord Willoughby, of Gwydyr estate.

Chairman—continued.

14,337. Did he leave his farm on the Gwydyr estate of his own accord?—No.

14,338. Why did he leave his farm?—He was obliged to leave three farms at the same time. He held three farms.

14,339. Why did he leave there?—Simply owing to principles.

14,340. What were those principles?—He was a Liberal.

Lord *Kenyon.*

14,341. What date was that?—In the year 1868, at the time of the election.

14,342. Had he expended any money in improving his holding?—Yes, a very great deal.

14,343. How much do you consider he spent?—So far as I can make out 400*l.*, to say the least.

14,344. How much did you get?—Not a farthing.

14,345. Where did you go after you left the farm?—Somewhere in the neighbourhood of Llanrwst.

14,346. What do you consider the state of agriculture in the neighbourhood of Capelgarmon?—It is deplorable in the true sense of the word.

14,347. Do you know anything about the rent of the farms?—Yes.

14,348. Can you tell us anything about the rent of the farms in the district?—I can say, in the first place, about the farm in which I live.

Lord *Kenyon*—continued.

14,349. Will you tell us about that?—There have been changes in its rent. It has been let at one time for 36*l.*, then it was raised to 40*l.*, then to 50*l.*, then to 60*l.*

14,350. In how many years?—That would mean from 35 to 40 years, perhaps.

14,351. Do you consider that the tenants ought to be protected by a land court?—Yes, by all means.

14,352. To secure fair rents?—Yes.

14,353. And fixity of tenure?—Yes.

14,354. And compensation for improvements by tenant farmers?—Yes.

Sir *John Llewelyn.*

14,355. How long ago was it that the evictions from Tanycastell took place?—In 1868.

The witness withdrew.

Re-examined, 14,358.

Mr. Henry Curr recalled and further examined.

Chairman.

14,356. Have you anything further to say about this?—I merely wished to state that I called upon Mr. Warren, of 99, Great Russell Street, London, my predecessor, two months ago, and asked him the question if there had been any political evictions in his time, because, I said, if there had been any it would be desirable that he should attend here; and he said there had been none. Of course, he may be able to attend in London, and would, no doubt, contradict this if necessary, but I think it right not to lose a moment in stating that Mr. Warren told me distinctly that there had been no political evictions.

Professor *Rhŷs.*

Has the statement been made that there has been political evictions?

Chairman.

Yes, Mr. Owen Owen says that he was evicted by Lord Willoughby de Eresby, in 1868, because he was a Liberal.

Mr. *Griffiths.*

14,357. Would Mr. Warren's own personal knowledge go back as far as that in connexion with this estate?—I understand so; I understand that Mr. Warren was agent then. Mr. Beech, however, was the local agent. I do not think it possible that Mr. Beech could have done this without the knowledge of Mr. Warren in London. I think Mr. Warren was consulted in all cases. Mr. Beech is now dead, so it is impossible to get his evidence.

[*This evidence was translated to the Witness Owen.*]

Re-examined. 15,628.

Mr. Owen Owen recalled and further examined through an interpreter.

Mr. *Grove.*

14,358. You believe your father was evicted for political reasons?—Yes, I believe without any hesitation; I have facts to prove it.

14,359. Who was the agent?—Mr. Beech.

Chairman.

14,360 and 14,361. Have you anything further you wish to say?—I have this much to say: That other persons had the notice like my father. Another thing, the farm was let to a Churchman and a Conservative, and the farm was refused to my father, although he offered to pay a larger amount than it was worth, because he had sunk so much money in it.

Chairman—continued.

14,362. A question is handed up by Mr. Vincent:—"Will you name the other persons "who were evicted for political reasons in "1868?"—Richard Evans was one.

See 15,599-15,618, 15,627.

14,363. Of where?—Of Cwmpenamnen, on the same estate. Then, John Thomas, of Penygroes, was another one.

14,364. What Penygroes?—Penygroes, Dolwyddelen. Then John Jones, of Glan y gors, Dolwyddelen; John Williams, of Llan, Dolwyddelen. I have more names, all evicted at the same time.

The witness withdrew.

Mr. David Williams called and examined.

Chairman.

14,365. You are a tenant farmer?—My name is David Williams, of Tyhwntirafon, Llangerniew. I am a tenant of the Hafodunos estate, the property of Henry Robert Sandbach, Esquire.

14,366. What do you wish to speak about?—I was asked by the farmers of Llanfairtalhaiarn, in a public meeting, to tell the Commission how the farming trade was. I told them that I had got nothing against my master, that my master was one of the cleverest gentlemen in the country, and that I could not say anything but good of him. Since he bought the estate, 60 years ago, he has paid double money in improvements on the estate, in buildings, out-buildings, cottages, draining, and everything outside of the estate. Therefore, I have nothing to say now, except generally, about the agricultural trade.

14,367. You have nothing to state about game?—A little about rabbits, and one keeper.

14,368. He is a disagreeable man?—The keeper?

14,369. Yes.—I cannot call him a man at all; he has a spice of the devil, whatever.

14,370. Have you anything to complain of about the rabbits on your farm?—There is some damage by rabbits in some parts, not very much; but this keeper was catching rabbits all round the summer, making gaps in the fence, and allowing my sheep to go over the fence.

14,371. Have you complained to your landlord?—I did not complain to the landlord. Mr. Roberts, a neighbour, asked me for two men on the fair day in August, in Abergele, to help to get the hay. I offered three, but he said two would do. My two boys went there, and, unfortunately, the sheep dogs followed them; and I saw the dogs jumping about in the shop and sending the hares away in every direction, although I believe the dogs did no harm. Then I told the Major, who is one of the cleverest men in our country, and the Major came to my house some Friday evening in July. This keeper, who was close by, found out that the Major had been to our place, and he asked my second boy, "Well my lad, what did the "Major do about the dogs?" The boy said he knew nothing about it, and the keeper said, "Well, I know your father has been complaining "about the dogs. My lad, you had better find "out for a wife; you will be from your place "and be without a home, and if you have a wife "you will have to get a home in the summer; "you shall be safe from here; we must have a "new tenant before the spring." Then I see at once that the keeper was the master, and not the master.

14,372. Have any houses and buildings on small holdings been allowed to fall down?—Yes, I cannot blame the landowners for letting the farms, the same as many of the landowners do, to the highest bidder. I have got a list belonging to General Wynne, in Coedcoch. General Wynne is a clever gentleman, an old gentleman living in the country. He has got 20 farms, which have gone down greatly since the time of his father. At that time it was more profitably let for

Chairman—continued.

grazing than for farming: in fact, the tenant farmer could not afford to pay the rent which a grazier could pay for the land. I believe that grazing is doing incalculable injury to the country, because the graziers could—I do not say they can now—but they could give more rent than the farmers could stand to pay for the land.

14,373. Are we to understand that these buildings have fallen into ruin on these 20 farms?—Very nearly. There is one place where the tenant married lately, and in taking the farm he found the house was not fit for him and his wife to live in.

14,374. Would you rather speak English?—I had better speak Welsh than English, I am a Welshman.

(*From this point the witness was examined through an interpreter.*)

14,375. What are these 20 farms?—Farms to keep horses, and on other farms they keep two or three cows. The 20 farms I refer to are as follows:—

General Wynn, Coed Coch,
Rhosmarch ucha,
Peu y Gareg,
Glyn liws,
Pentre Ffwdan,
Gareg fawr,
Tyn y ffynon,
Tyddyn Howel,
Dol y Gorlan,
Glyn dawn,
Tan llwnfan,
Park,
Ty mawr,
Cefn llaethfan,
Wern,
Pennant,
Pen y Bryn,
Tyn twll,
Fron ucha,
Bryn dawn,
Pengwarn,
R. W. Wynn, Esq., Garthewin,
Hen Gefn,
Bryn-yr-aur,
Tymawr,
Caeeithin,
Pen y bwlch,
Llanfair parish,
Hendy, cottage with half an acre of land,
Dafarn bara ceirch,
Tan y coed,
Bethgarth ucha,
Llyn gloyw,
Ffridd y gwynt,
Pistill gwyn,
Coed Cochion,
Carreg Ifor,
Dderwas, let as grazing land.
Tyddyn Ucha, consolidated with another farm.
Tan dderwen, consolidated with Plas Llewelyn (Scotch tenant).

Chairman—continued.

14,376. They used to be farms and now they are all let for grazing, is that it?—They have gone down and they are now let with other places.

14,377. And all the buildings on them and the houses have tumbled down?—There are hardly any buildings on any of them. My farm adjoins Lord Newborough's land close by in Denbighshire.

14,378. Do you consider the condition of farmers satisfactory?—No, it is perfectly unsatisfactory—entirely unsatisfactory.

14,379. Are you in favor of a land court?—Yes, I want something in order that people might be able to live.

Mr. *Seebohm.*

I want to be quite clear about one answer that you gave. You spoke of 20 farms. I want to know whether it is the graziers that now have them or whether they have been added to other farms?—They were added to other farms.

Mr. *Brynmor Jones.*

14,380. Are you a Nonconformist?—Yes.

14,381. Are most of the tenants on this estate Nonconformists?—Well, they are Nonconformists and Churchmen too, they are mixed.

Lord Kenyon.

14,382. And you get on very well together—the Nonconformist tenants and the Churchmen tenants get on well together?—Oh, yes, my master is a Churchman, and I am before this time whatever, quite friends with him, and I hope that this will not keep us from the way. I have more than that that I could tell you.

Chairman—continued.

Mr. *Richard Jones.*

14,383. Are there many Nonconformists on the estate now as compared with what you remember?—There are more Churchmen on the Hafodunos estate, I must say that.

14,384. More than there were?—More than there were 50 years ago and 40 years ago too.

Mr. *Brynmor Jones.*

14,385. But they are Welshmen?—Yes, they are Welshmen, all of them are Welshmen now, the Scotch have all run away, each one of them after getting the good times—after getting the fatness. There is one thing I should like to tell you, gentlemen, if you please: the price of cattle is coming down so—I did not hear anybody bring that out.

Chairman.

14,386. We have heard all about that?—I saw my neighbour buy two yearlings at 4*l.* in Llanrwst Fair. That shows that there is no chance for the farmers to live. It is on record that there are hundreds and hundreds in Denbighshire, who used to live by selling wheat. Wheat is now sold in the market about 5*s.* a cental, that is 100 lbs., and there is no possibility of any farmer paying half the rent of the land according to prices of corn as they are now. Then again the wages are doubled.

Chairman.

I do not think we need trouble you about that. We are very much obliged to you for your evidence, but we have had all that before.

The witness withdrew.

Mr. MORRIS OWEN called and examined through an interpreter.

Chairman.

14,387. You are a tenant of Mr. Wynne of Garthewin?—Yes.

14,388. Do you speak English?—I prefer Welsh.

14,389. When did your father, the late Mr. Owen Owen, take your farm?—About 40 to 45 years ago.

14,390. What was the rent?—30*l.*

14,391. Was any unenclosed common land added?—Yes.

14,392. Who fenced, pushed and limed it?—My father.

14,393. What was his rent raised up to?—5*l.* to start with.

14,394. What is it now?—5*l.* afterwards, and it was raised to 50*l.* and it is now 70*l.*, taking the tithe.

14,395. It started from 30*l.* I understand?—Yes.

14,396. Can you live on this farm and pay the rent?—No.

14,397. Then what will you have to do?—Give it up.

14,398. Will they pay you for your improvements?—I do not think so.

Chairman—continued.

14,399. Then you would be in favour of an Act of Parliament which would compel the landlord to pay you for your improvements?—Yes, I would.

14,400. Have you an agreement?—Yes.

14,401. And are you satisfied with it?—No, it is unsatisfactory.

14,402. Will you put it in?—Yes; the agreement was handed in.

14,403. Are you the only instance or are there other instances of increase of rent on this estate?—All the farms were raised the last time, and once only one farm besides ours.

14,404. Then you are not satisfied with the holding?—No.

14,405. And you do not consider the tenant farmers' condition satisfactory?—No.

14,406. What remedy do you suggest?—I cannot say what would be best.

14,407. Do you consider that there ought to be a land court to fix rents?—Yes, but to get a better man than there was the last time, when the rents were raised.

Lord *Kenyon.*

14,408. Have you given a notice to quit yet?—No.

14,409. Have you applied for a reduction?—Yes.

14,410. Have you received any answer?—Yes.

14,411. That you will have no reduction, is that it?—Yes.

14,412. Have you had any abatements?—Yes, 2*s.* in the £ the last two half-year audits.

14,413. Is that all?—That is all.

14,414. Ten per cent. on each half year?—Yes.

14,415. One of the clauses you complain of is, I suppose, that about the landlord having the right to sow wheat?—Yes, that is one clause.

Mr. *Richard Jones.*

14,416. You are prepared to speak as to the status of the farmers. Can you supply the Commission with any striking instance of the reduced circumstances in which farmers are at the present time—any striking instance?—I could say that we are all as farmers very much reduced to what we were some time ago, owing to the present depression.

14,417. You could not give any striking instance?—No, I cannot speak of one more than another.

14,418. Are you a Nonconformist?—Yes.

14,419. What are the tenants generally on this estate; are they Nonconformists or Churchmen?—Nonconformists, I think, most of them are, but I do not think my landlord cares what they may be.

14,420. Is that the case in other estates in Llangerniew?—I cannot say about that.

Mr. *Grove.*

14,421. If the farmers felt more safe, do you think they would spend more money in improvements on the land?—They would.

Chairman.

14,422. There are two questions I have to ask. One is sent up by Mr. Owen Wynne. "Will you explain what you mean by a land "court?" What is passing in your mind?—Something to protect us as farmers.

14,423. But you have no very defined idea of the duties of the court?—No, I have not.

14,424. "Do you think if there was a land "court, landlords would have any further "interest in improving their estates?"—I do not know how a land court would affect them, but there is plenty of room for them to make improvements.

14,425. The question is: "Do you think if "there was a land court, landlords would have "any further interest in improving their "estates"?—Plenty of room for them to take interest in their land.

14,426. Then there is a question by Mr. Vincent. "Had not Garthewin the reputa-"tion formerly of being the lowest rented "estate in Wales?"—Perhaps it may have been so in the time of Colonel Wynne.

The witness withdrew.

Mr. John Jones called and examined through an interpreter.

Chairman.

14,427. Will you tell us where you live?—Felinuchaf, Llanrwst.

14,428. You are a tenant farmer?—Yes.

14,429. On the estate of Mr. Joseph Evans?—Yes, I have been there, on what was Mr. Evans' estate.

14,430. Was your farm sold in 1890?—Yes.

14,431. Who bought it?—I did.

14,432. Had you done a great deal to the land?—Yes, I had improved the land very much.

14,433. Was it an expensive purchase?—Middling.

14,434. What price was it, and what was the acreage?—About 20 acres of land and a small mill. The price was over 1,100*l.*

14,435. Do you consider that the work on your farm increased its value and made it dearer to you to buy?—Certainly. It is of far greater value than when I had it.

14,436. What was the rent?—I had been paying 67*l.*

14,437. Then you think you had been paying over again for the improvements that you did yourself?—It is very probable that it fetched a higher price than if it had been a worse farm.

14,438. Do the tenants feel secure in your district?—No.

14,439. Is that on account of so many estates having been sold in the neighbourhood?—It is very likely. People do not venture to till or cultivate their lands, because they are for sale.

Chairman—continued.

14,440. Do you consider that land is rented high or low in the district?—Too high by far.

14,441. You are an experienced farmer?—I have been farming myself for the last 32 years, and I was brought up on a farm.

14,442. And your sons have assisted you to a great extent?—Yes.

14,443. You are not satisfied with the present condition of things?—No, not by a long way.

14,444. What do you suggest as a remedy?—To receive a large reduction in the rents.

14,445. Are you in favour of a land court?—As far as it will be a benefit to the farmers.

Sir *John Llewelyn.*

14,446. What do you think of the suggestion that Government might advance money for the sitting tenant to buy?—I have never thought of that, so I cannot give my clear opinion relating to it.

14,447. What do you think the land court would do?—I believe that the land court would be fair towards the landlord and towards the tenant.

14,448. Have you thought how valuations would be arrived at?—I think the valuations ought to be less by 40 per cent. than they are.

Sir *John Llewelyn*—continued.

14,449. Who ought to appoint the valuers?—Both parties ought to have the choice of valuers.

14,450. Do you think that valuation by mutual agreement or by a land court would be the better?—Mutual consent, I think, would be best, so far as they were able to agree.

Professor *Rhŷs.*

14,451. And then if you failed in the attempt at valuation by mutual consent, you would fall back on some other authority?—Yes, I think I would.

14,452. Then you would try a land court?—Yes.

Mr. *Richard Jones.*

14,453. Which do you consider the more profitable branch of your business, keeping a mill or farming?—I could not say. The farm is a small one, and the mill is a help with the farm, and the farm is a help with the mill.

14,454. Is a mill worth as much now as formerly?—No, not so much.

14,455. Would you have given 1,100*l.* for that mill and the land if it had not been for the improvements which you had effected on it?—It is my old home, and I have spent a good deal over it for a small place, in manuring for instance; and I daresay I would give that if it was far worse, because it was my old home.

Mr. *Griffiths.*

14,456. Had you the money to pay for it?—The farm has been paid for.

Lord *Kenyon.*

14,457. When did you take the farm?—About 32 years ago.

14,458. Has the rent always been 67*l.*?—No, not always.

14,459. What was it when you first took it?—67*l.*

14,460. What was it when it was sold?—I have been paying 60*l.*, the 7*l.* having been reduced before Mr. Evans bought it.

14,461. Was there a separate rental for the mill and for the farm?—No. It was one rent. Mr. Evans raised my rent.

14,462. You only paid 17 years' purchase. I do not know whether you think that very dear?—Yes.

14,463. You think it is very dear?—No, not very dear.

The witness withdrew.

Mr. WILLIAM JONES called and examined through an interpreter.

Chairman.

14,464. Used you to be a tenant of Mr. Jones, on the estate of Bryn Eisteddfod?—Yes.

14,465. Have you any children?—Yes.

14,466. How many?—Seven.

14,467. Was there a re-valuation of your rent six years ago?—Yes.

14,468. What was it at first?—65*l*

14,469. What did they raise it to?—They raised it 18*l.*

14,470. When was that increase of rent?—I do not recollect the year, about six years after I had gone to the farm.

14,471. When did you go to the farm?—The year 1850, I think.

14,472. Did you improve your farm by draining?—Yes.

14,473. Could you live at the rent of 83*l.*?—No.

14,474. Then what did you do; did you give notice to quit?—Yes.

14,475. Did the steward ask you to do anything before you left the farm?—Yes.

14,476. What did he ask you to do?—He asked me to fallow two fields.

Chairman—continued.

14,477. How big were those fields?—The two were 25 acres.

14,478. Did he say anything would happen if you did not do so?—Yes.

14,479. Did you fallow those two fields?—No.

14,480. What happened in consequence?—I was fined.

14,481. How much?—10*l.*

14,482. Do you consider that the conduct of your landlord has caused you great loss?—I do.

14,483. Did you get any compensation?—No, the 10*l.* was taken from me.

14,484. Are you in favour of a land court?—Yes.

Lord *Kenyon.*

14,485. At what date did you give the notice to quit?—I gave the farm up in 1862.

14,486. All this happened 30 years ago?—Yes.

The witness withdrew.

Mr. JOHN GRIFFITH called and examined through an interpreter.

* 14,171.

Chairman.

14,487. Were you a tenant of Lord Willoughby in Denbighshire?—Yes.

14,488. Is your farm in Lord Willoughby's estate now?—No.

Chairman—continued.

14,489. How is that?—He has sold it.

14,490. Did it go at a high or low price?—I should think it was very high, judging by the rent.

Professor *Rhŷs.*

14,491. What do you mean by that answer?—The rent is very high; the purchase money also was high.

Chairman.

14,492. Are you still the tenant?—Yes.

14,493. Was your rent increased when the farm was sold?—Yes, by taking the best part from it.

14,494. And no abatement of rent was given in consequence?—No, nothing but 7*l.* once.

14,495. Can you work that farm now at a profit?—No, I cannot.

14,496. Will you have to leave it?—Yes.

14,497. Without any compensation?—Yes.

14,498. Have you lived long on that property? Are you fond of the place?—It is 18 years ago since I came there. I am fond of the place, but one expects better times.

14,499. Do you consider that circumstances of this sort are prejudicial to good farming?—Yes, as long as things are so uncertain as they are.

14,500. Would you be in favour of a land court?—Yes, if the landlord and tenant are unable to agree.

Sir *John Llewelyn.*

14,501. If you were confident of fair compensation, would you wish to stay on?—Yes.

14,502. At the present rent?—No.

14,503. At the rent you paid before?—Before the sale, do you mean?

14,504. Yes, that is my question?—It would be a good thing if it had not been sold.

14,505. How would you wish a fair rent arrived at?—That somebody should be appointed for that purpose, that there should be a court for that purpose, supposing we were oppressed in that way.

14,506. Do you say you are oppressed?—Yes, I am oppressed now.

14,507. Are there more than those two points, one the fair rent, and the other compensation for improvements?—No, not so far as I know, indeed.

Mr. *Grove.*

14,508. You say that part of your farm was taken from you?—Yes, the best part.

14,509. How much? What was the acreage which was taken?—From 18 to 20 acres.

Mr. *Grove*—continued.

14,510. Was there no proportionate reduction in your rent at that time?—No, only in this way, that it has been increased 2*l.* per acre, and the farm was under that before then.

Professor *Rhŷs.*

14,511. Had you notice that this land was going to be taken?—Yes.

Mr. *Griffiths.*

14,512. Who is your landlord?—Mr. Jones of Berth Ddu.

14,513. Is he a farmer?—He is dead now, and the children are there.

14,514. Why should it go to such a high price? Did you bid against him?—Yes, until it reached a certain sum.

14,515. What is the reason that tenant farmers are so anxious to buy?—They think that they will be more secure afterwards to some extent.

Lord *Kenyon.*

14,516. What was your rent?—170*l.*

14,517. It was—what is it?—150*l.*, after taking the 18 or 20 acres of best land from it.

14,518. I want to know the original rent, before it was raised in Lord Willoughby's time?—For the whole?

14,519. Yes, in Lord Willoughby's time, before the sale?—170*l.*

14,520. What is the rent now?—150*l.*

14,521. It has not been actually raised, but so much land taken away. What was the acreage of the whole farm?—84 acres, taking all the buildings, the yard, and so on.

14,522. What was the sale price?—4,000*l.* or 4,500*l.* or something like that.

Chairman.

14,523. Did you make any improvements?—Only to keep it as it is. It was in quite a good condition before.

14,524. Mr. Vincent is informed that you made no improvements. Is that the case?—I grind everything that I get from the land and turn it back to the land, and pay about 60*l.* for oil cake and so on.

The witness withdrew.

Mr. RICHARD JONES called and examined through an interpreter.

Chairman.

14,525. You know this neighbourhood well?—Yes.

14,526. Can you tell us anything of Mr. John Owen, of Cae Coed?—Yes, I know him well.

14,527. He was until lately a tenant of that farm?—Yes.

14,528. Whose property was it? Who was landlord?—Mr. Joseph Evans.

14,529. Did he do all the cartage and materials for new buildings?—Yes, the whole of it.

Chairman—continued.

14,530. Did he get any remuneration?—No, nothing.

14,531. Was the property sold?—Yes.

14,532. Was it sold after the new buildings had been constructed?—Yes.

14,533. And Mr. John Owen got no compensation?—No, nothing beyond that he bought the place.

14,534. The tenant purchased the farm when it was up for sale?—Yes.

Chairman—continued.

14,535. Had he done anything in the way of drainage?—Yes; years back, a good deal.

14,536. Did he receive any compensation?—No, nothing.

14,537. What do you consider the state of farmers? In what sort of condition are the farmers in this district?—It is very hard on many of them.

14,538. Do you consider small holdings profitable?—There are hardly any of them; they are all gone.

14,539. They are all sold?—Yes.

14,540. I suppose you are of opinion that selling an estate and confiscating the improvements of the tenant is a very hard thing?—Yes, certainly.

14,541. It prevents them from farming properly?—Yes. There has been a good deal of land left to run wild in consequence of that.

14,542. Because the farmers are so uneasy?—Because there is no security of tenure.

14,543. Are the farms let high in the neighbourhood?—It is bad land taking it altogether, mountainous, hilly.

14,544. Is the letting high in consequence of any adjoining commons there may be?—Yes, there are some farms which are much higher than they would be if it had not been for the common.

14,545. Do you recommend a land court?—I should think so.

Sir *John Llewelyn.*

14,546. Do you know the Agricultural Holdings Act?—Yes, I have got it.

14,547. Have you read the schedules?—I read it all as it came out at first.

14,548. Do you think the extension of the schedules would be satisfactory?—That Act is of no good yonder. All the landlords have contracted themselves out of it.

14,549. They cannot contract themselves out of it, can they?—All the landlords gave notices at the time the Act came into force that it was not to take effect on their respective estates.

14,550. They can only contract themselves out of it to the extent of substituting another improved schedule?—The farmers perhaps do not understand that.

14,551. I take it from you that they do not trust to that Act?—No, the Act is of no avail yonder.

14,552. You think that the want of compensation prevents good farming?—Yes, and want of confidence in their tenancies, because they fear they would be turned away through their farms being sold or their rents raised on their own improvements.

Sir *John Llewelyn*—continued.

Professor *Rhŷs.*

14,553. I think you mean the want of confidence felt by the tenants?—The fear the tenants have of losing their places. There is one estate of Lord Newborough's, belonging to his grandson, who is now under age. Those tenants are afraid of spending any money on their farms, because they believe that the rents will be raised when he becomes of age.

Sir *John Llewelyn.*

14,554. Would you be satisfied with the provisions of Mr. Bryn Roberts' Bill?—I cannot answer that question, because I have not seen the Bill.

14,555. I think it gave seven years' safety in point of time?—Provided there was also security for compensation, it would do.

Professor *Rhŷs.*

14,556. What sort of roads have you to Gwytherin now?—They are a little better than when you used to come yonder; the roads up the hill are still steep yonder. We are endeavouring just now to get a new road constructed, so as to avoid the steeper hill-sides.

14,557. Who bears the expense of that?—The parish, the Highway Board, the County Council, if we can secure the land free from the owners of the land.

Mr. *Grove.*

14,558. Are there any farmers' clubs in your neighbourhood?—No.

14,559. Do the farmers generally know anything about the Agricultural Holdings Act?—They know that such an Act exists.

14,560. I would advise you, Mr. Jones, to read Section 55.—Thank you, I will.

Mr. *Seebohm.*

14,561. Do not you think that there would be some advantage in having the Acts of Parliament which affect the tenants translated into Welsh, and put so that everyone could read them at the Post Office in every village?—Undoubtedly it would be an advantage to them.

Lord *Kenyon.*

14,562. Are you a farmer?—No.

The witness withdrew.

Mr. LEWIS ROBERTS called and examined through an interpreter.

Chairman.

14,563. Where do you live?—Gelli, Capel Garmon.

14,564. Who is your landlord?—Mr. Morgan, the rector or vicar of Capel Garmon.

Chairman—continued.

14,565. Are you properly rented, in your opinion?—No.

14,566. Has your landlord increased your rent from time to time?—Yes.

Chairman—continued.

14,567. You think he has raised your rent as you improved your farm?—Yes, all along, from time to time.

14,568. Are the farmers in your neighbourhood highly rented?—There are some.

14,569. Taking them as a whole, are they?—Yes: they will be the same as Balaam's ass, running from one place to another, unless things change.

14,570. Are they satisfied with their position?—No.

14,571. Do you consider that their position is insecure?—Yes.

14,572. Are most of your friends in favour of a land court?—Well, they are hoping for something that may save their homes.

Lord *Kenyon.*

14,573. Your rent has been increased. Will you tell me what the rent was and what it is?—18*l.* to start, and it is 36*l.* now, including the tithe.

14,574. And the size of the holding?—In name it is 60 acres, but there are only 13 or 14 acres of it that you can cultivate or do anything with.

14,575. What is the rest?—Rocks and heather.

Mr. *Brynmor Jones.*

14,576. How many times has the rent been raised?—By now it has been raised three times.

14,577. Is it glebe land?—Yes.

Mr. *Richard Jones.*

14,578. Has the vicar, or rector, or whatever he is—the parson—any more glebe land besides this farm?—Yes.

Mr. *Richard Jones*—continued.

14,579. What about the rent of those places, are they let high?—That was 40*l.* 40 years ago. It is 60*l.* now.

14,580. Is there any more?—No; except small houses and gardens, and his own farm.

14,581. Were you bred and born on the place?—Yes; and have lived there about 52 years.

14,582. How about the other tenant?—I am afraid he was put in gaol for rent.

14,583. When did he leave?—I have lost the papers. I could not be sure.

14,584. I do not quite follow what you mean?—There are four or five persons who have been yonder after that, and it is this last one who has raised it lately.

14,585. Is it under the present parson that this other tenant has been put into gaol?—No; that was when we went to this farm, about 60 years ago. It was in my predecessor's time. It was the old woman; the old man had died.

14,586. Was the tenant of the other farm bred and born on the farm?—I do not know. He was too old for me to know.

14,587. What are you, Nonconformist or Churchman?—I go to church sometimes.

14,588. What is the other tenant?—He goes to church now, I think.

14,589. Is it made a condition that you are to go to church when the farms are let?—I am afraid it is. Yes, it is.

Lord *Kenyon.*

14,590. Do you ever go to chapel?—No; I have not been going for many years now. I go to church when I go anywhere.

The witness withdrew.

Mr. Robert Hughes called and examined through an interpreter.

Chairman.

14,591. Where do you live?—Cae'rfaban, Maenan.

14,592. Have you a lease of that farm?—Yes.

14,593. Do you consider the rent is too dear now, in these bad times?—Yes, far too dear.

14,594. You find that it is impossible to make it up?—Yes.

14,595. You consider the tenant farmers are not quite fairly treated?—Yes.

14,596. In the matter of compensation for improvements?—Yes.

14,597. Do you think insecurity of tenure is a very bad thing?—Yes.

14,598. You would like to see a land court?—Yes, very much indeed.

14,599. So as to settle all questions between landlord and tenant?—Yes; if that is an improvement.

Mr. *Seebohm.*

14,600. You state you have a lease. How many years has it to run?—Ten years.

Mr. *Seebohm*—continued

14,601. Then you have security of tenure?—Yes; but if things remain as they are now I shall not be able to pay for it.

14,602. Supposing there was a land court and the rent was fixed for seven years, and then bad times came, would you not be in just the same position as having a seven years' lease?—I would not take another lease, at any rate with things as they are now.

14,603. Would you go to the land court to have your rent fixed for 10 years?—Yes, if that was satisfactory.

14,604. Then if bad times came it would not be satisfactory?—No.

Mr. *Richard Jones.*

14,605. Suppose that the land court fixed the rent for a period of six or seven years, would you give to the landlord or the tenant in the meantime power to appeal in order to have that rent altered in case prices went up or down?—Yes.

Mr. *Griffiths.*

14,606. Would you like a clause in this Land Bill that would meet the case of a farmer who has a lease?—Yes, I should like it very much; or to get rid of it altogether, taking times as they are now, at any rate.

14,607. When you took your lease, I suppose the prices were so high that you could not meet the demand?—They were double what they are now, in fact, more than that even.

Lord *Kenyon.*

14,608. What is the acreage and rent of your farm?—They consider it 102 acres, but there are 12 acres, or more than that, that are no good at all to me.

Lord *Kenyon*—continued.

14,609. What is the rent?—80*l.*

14,610. Have you received any abatement?—No.

Chairman.

14,611. There is one question by Mr Vincent. "Would you also permit the landlord to go to the "land court when times are good in order to "have the rent raised"?—Well, if things went that way, I would.

The witness withdrew.

Mr. THOMAS WILLIAMS called and examined through an interpreter.

Chairman.

14,612. Who is your landlord?—I do not know. I am not quite certain. I think Mrs. Louisa Ashley, the Cyffdu estate.

14,613. Do you know whether your father's rent has been increased or not?—Yes.

14,614. Has he drained any part of his farm?—One third part of it at least was gorse, rushes, and dry mountain grass and marshy land.

14,615. Your father has drained some part of that?—He did, that was 29 years ago.

14,616. Do you think that the farm is too dear now?—My father has been buried four years ago, and it is too dear for me to live in it now, but they have reduced 10*l.* in the rent.

14,617. You cannot make both ends meet? It is still too dear?—Although I have struggled early and late, in time and out of time, I have been unable to pay my expenses.

14,618. Are you in favour of a land court?—I am in favour of something that will save oppressed Wales from being famished. May I be allowed to say a word without your asking me?

14,619. What do you want to say?—When my father took the farm 29 years ago, he asked me to come home from service to assist him. We worked hard yonder in order to make the farm look much better. After we had done that in so many years the landlord and someone else with him, came and said that the farm was by far too cheap. My father took it afterwards with 10*l.* increase in the rent. Three of us, two brothers and a sister, worked for the best part of our lives, until I was 40 years of age, to assist him, and we never received anything from the farm to be able to clothe ourselves. When we wanted a suit of clothes, I used to go somewhere for a week at the harvest time, or to go and buy a cow, in order to get 10*s.* profit on it, and if it had not been for the fact that I was able to make something from dealing in cattle and sheep, I believe that my father and mother would have been in the workhouse. I went to the new landlord after the old landlord had been buried, and he had reduced the rent by 10*l.* I took a lease of it, when I had it myself, and they promised that they would put the buildings and everything in order for me. They did not abide by that promise. I had to do it myself last year, and I live in such a high place that when there is any snow, I have often turned in bed in the morning with a covering of snow on the bed, and walking downstairs from my bedchamber have left my footprints the whole way down. My small family and my mother depend upon me for their subsistence, and it is wonderful, were you to see the place, that anyone should be able to get a morsel from it, much less pay for it. I do not wish to say anything about my landlord nor his agents. I have always found them pleasant and kind. My history is but the history of scores of my fellow men. Some few months ago a farmer's wife came to me crying and asked me for the loan of 2*s.*, in order to buy food and she had also been before this. Heaven is witness that I am telling the truth.

Chairman—continued.

Mr. *Richard Jones.*

Can we have the name of the landlord?

Secretary.

It is Mrs. Louisa Ashley, of Cyffdu estate.

Lord Kenyon.

14,620. You do not state what your rent was?—My father took it at 30*l.* It was raised to 40*l.*, and we paid that amount, if I remember rightly, for 14 years. The receipts for the rent which we have at home show that now.

14,621. And it is now down to 30*l.* again, is it? I do not want the details?—Yes, 30*l.*

The witness withdrew.

Mr. DAVID JONES called and examined through an interpreter.

Chairman.

14,622. Where do you live?—Tai'n y foel, Capel Garmon.

14,623. What is the name of your landlord?—Mr. Kurtz the Coed-celyn estate.

14,624. It is in Chancery, I think?—Yes, in Chancery.

14,625. Has it ever been put up to auction?—Yes.

14,626. And bought in?—Yes, it was not sold.

14,627. Then in the present state of insecurity you cannot possibly live?—No, it is a disadvantage.

14,628. You want a fair rent in consequence of depression?—Yes.

14,629. You have to pay an additional 5*l.* rent?—Yes, for the wood.

14,630. What is the size of your holding, and what is the rent?—33 acres, and the rent is 33*l.*

14,631. 1*l.* an acre?—Without including the wood, to which I referred just now.

14,632. Are you in favour of a land court?—Yes.

Sir *John Llewelyn.*

14,633. If there was an opportunity like there is in Ireland to buy your land with Government money, would you take advantage of that?—I cannot answer that.

14,634. How long have you been there?—Seven years in next November.

14,635. Has it been in Chancery all that time?—Yes, so far as I know.

14,636. The insecurity prevents you doing any permanent improvements?—Yes.

14,637. Do you think the land court would give you better security?—Yes.

14,638. I suppose Chancery still wish to sell the farm?—I daresay they do.

Mr. *Seebohm.*

14,639. How is it after all we have heard about the land hunger, that this farm when it is put up to auction is not sold?—They ask too much for it, undoubtedly. It has been bought in.

14,640. Is the rent that you are paying more than 3 per cent. upon the price at which it was bought in?—I do not know what was the price at which it was bought in.

14,641. It is a very unusual thing, is it not, for a farm to be put up for sale in this part of the world, and to have no purchasers?—Yes, it is rather unusual.

The witness withdrew.

Mr. JOHN EDWARDS called and examined through an interpreter.

Chairman.

14,642. You are a tenant farmer?—Yes.

14,643. Lord Penrhyn is your landlord?—Yes.

14,644. The rights of sheep-walk in this district are without stint?—Yes.

14,645. Unlimited rights, of course, are bad; we need not go into that, we have heard that so often. Do you know any difference in the rents of farms with sheep-walks as compared with farms that have none?—I do not think there is any difference.

14,646. You prefer to be a tenant on a large estate, and such estates are exceedingly well managed in the district?—Yes.

14,647. Politics and religion make no difference?—No, not at all.

14,648. No. 17: "Do you object to agreements, or not"?—No, because I have confidence in my landlord.

14,649. The agreements are always explained?—Yes.

14,650. You generally confirm the evidence of the Hon. Colonel West, the agent?—Perhaps I did not understand it.

14,651. Has the rent been raised on the estate on which you are?—No.

14,652. Are labourers scarce?—No.

14,653. Do you make any improvements as a tenant on the Penrhyn estate?—I do my best all along.

Chairman—continued.

14,654. But the landlord, Lord Penrhyn, makes most of the improvements on your farm?—He assists.

14,655. What improvements do you make?—When I drain I do the work, and he supplies the pipes.

14,656. Do you make no improvements in your house or buildings or stable, or anything of that sort?—Merely the cartage, the work of the horses.

14,657. Do you get paid for the haulage?—No.

14,658. Do you consider that fair?—I would not consider that fair, especially if I was leaving soon afterwards, unless I got compensation.

14,659. Do you contract out of the custom of the country in your agreement?—We have no custom of the country.

14,660. Have you any trouble about game?—We do not complain much about the game, because we have liberty to kill the rabbits, which are the most destructive animals.

14,661. Do you think a land court would be a good thing?—I do not think so. I do not ask for it, because I think it might perhaps tend to raise our rents, and it would spoil the generosity which our landlord displays towards us.

14,662. You are quite satisfied with Lord Penrhyn?—Yes.

Chairman—continued.

14,663. Do you know of farmers without sons who have managed to pay their way?—Yes

14,664. What is the cause of the present low prices?—I have nothing to say, unless it is the foreign produce.

14,665. Foreign competition?—Yes.

Mr. *Seebohm.*

14,666. Do you think there is any better way than a land court of considering these matters?—If it was possible that there should not be any ill-feeling or wrong feelings between tenants and their landlords, if every evil between those two could be exterminated, I think it would be better.

Mr. *Richard Jones.*

14,667. Are you satisfied that you are making a living out of your farm at the present time?—No, I am not by any means praising ——

14,668. I want a direct answer to my question. I ask you if you are satisfied that the place is paying you?

Lord *Kenyon.*

What was his answer to the question?

Professor *Rhŷs.*

He is not satisfied with the way they fare now.

Secretary.

He says, "By no means do I praise now the "present circumstances in which the tenant is "situated."

Mr. *Richard Jones.*

14,669. My question is this: Are you satisfied that you are making a living out of the farm at the present time? Are you satisfied with your living?—No, I would not be if I had to pay the rent in full, but as I get an abatement I am quite satisfied.

Mr. *Richard Jones*—continued.

14,670. Under those circumstances you depend upon the generosity of your landlord for your living?—Yes.

14,671. How does that affect you? How does it affect your independence? Do you feel independent under these circumstances?—As he assists when things are hard, I believe that he will continue to do so.

14,672. Do you think Lord Penrhyn could get more for that place?—I never knew that Lord Penrhyn was trying to get more for any place of his, but allowed tenants to remain in their place.

14,673. What is your opinion? Do you think he could get more rent for the place you live in?—There are many of us farmers so rapacious for land that I would not be surprised if he could get a better rent. I do not say that the rent is too high, taking things as they are now, so long as things are as they are now.

14,674. You have told us that you think that a land court would raise your rent, do you not?—For fear it might raise the rent.

14,675. Have you any objection to a land court if it fixed a rent according to the value of stock and products at the time?—Our lands are not very high per acre, and I am afraid that if men were sent from England to our mountain lands here that they would raise the rents, and it is very likely that they would come when our lands looked at their best.

14,676. Would you have any objection to local valuers, men who were acquainted with the circumstances of their neighbourhood?—You will never get any impartial valuers scarcely. I would never trust that things would get better through a valuation. I would prefer trusting my landlord.

Mr. *Griffiths.*

14,677. Are you a Nonconformist or a Churchman?—I am a Nonconformist.

14,678 Have you any children working on the farm?—I have six children, but they have not been able to work much yet, they are so young; the eldest is about 14 years old.

Mr. DAVID JONES called and examined through an interpreter.

Chairman.

14,679. You farm 490 acres odd with the right of sheep-run under Lord Penrhyn?—Yes.

14,680. You are quite satisfied with the way matters are arranged on large estates?—Yes.

14,681. Politics, religion, and language make no difference between you and his lordship?—Politics or religion do not make any difference.

14,682. Just say "Yes" or "No" to these questions; then we can get on better?—No.

14,683. You believe the tenants are safer and more free under agreements than under leases?—I believe we are much safer and more free under agreements.

Chairman—continued.

14,684. Is any other service besides the payment of rent rendered by tenants in respect of their farms?—No.

14,685. Do you know whether farmers have to borrow money to pay their rents?—I do not know.

14,686. Labourers are not scarce?—No.

14,687. There is no land going out of cultivation?—No, my Lord.

14,688. What is the practice as to the sale of sheep, either to an in-coming tenant or to the landlord?—They are bought by private bargain between the in-coming tenant and the out-going one, or by arbitration fixed by them.

14,689. Then what opinion have you as to the establishment of a land court?—We do not

Chairman—continued.

approve of the idea of a land court, as we are so handsomely treated by our landlords, and met in every way possible under every depression and adverse circumstances.

14,690. You are perfectly satisfied with Lord Penrhyn?—Yes.

14,691. What do you believe to be the cause of the present low prices?—Well, I cannot say, but foreign competition and things of that sort.

Lord *Kenyon.*

14,692. I want to ask you, do you represent the others at all?—Yes.

14,693. Do you represent the majority of the farmers on Lord Penrhyn's estate?—No, those in the Yspytty district.

14,694. You represent, I understand, the majority of Lord Penrhyn's tenants in the Yspytty district?—Yes.

14,695. In what sense do you represent the other tenant farmers?—I do not know that I understand the question properly, but a meeting was held yonder, and I was asked to come down to give evidence.

Mr. *Brynmor Jones.*

14,696. How many tenants were there there?—Seven.

14,697. How many tenants are there in the Yspytty district?—I do not know?

14,698. Are there 100?—No.

14,699. Are there 50?—I could not say, if the cottages were included.

14,700. How many farms are there?—I have not counted them.

14,701. But there may be about 50, as I understand?—No, there are not.

14,702. Twenty-five?—I cannot say; the agents know.

14,703. When was this meeting held?—The 20th of this month.

14,704. The 20th September?—Yes.

14,705. That is two days ago?—Yes.

(*The witness handed in a document, which was read as follows:*)

"Yspytty, September 20th, 1893.

"In a meeting held by the farmers of the "Yspytty district, chairman, Mr. J. W. Williams, "of Fedw, it was determined to send a repre- "sentative to the meeting of the Land Com- "mission on the 22nd September at Llanrwst." (Signed, in the same handwriting, apparently, some of them, at any rate), "R. Roberts, Ochr- "cefn; J. Williams, Fedw; G. Owen, Plasucha; "G. Roberts, Hendre; E. Jones, Hafod Ifan; R. Roberts, Hendre Isa."

14,706. Are you a Nonconformist?—Yes, I am.

Mr. *Richard Jones.*

14,707. I will ask you one question, Do you think the surrounding landlords are all as good as Lord Penrhyn?—Capel Garmon is not very far, and the people here say that they are not.

Mr. *Richard Jones*—continued.

14,708. Would you like to see some means employed to compel them to be as liberal as Lord Penrhyn?—I should like to see every landowner as kind towards his tenants as Lord Penrhyn is.

Mr. *Seebohm.*

14,709. There are estates where there is not the same protection that there is on Lord Penrhyn's estate?—Undoubtedly there may be, but I do not know very much about them. I never was off Lord Penrhyn's estate; I always was on it.

14,710. You would say that the feeling of farmers was that the capital of the farmer ought to be protected by the law with the same care as that of the landowner?—I am not able to give an opinion as to that, for the reason that we feel every confidence in Lord Penrhyn for anything that we may want.

14,711. I quite understand that, but if there are tenants of other landlords whose capital in their land is not so well protected, is it the feeling of farmers that they ought to be protected?—I wish well to everybody, but I do not know anything about that.

Mr. *Grove.*

14,712. To give full weight to your evidence I should like to know how that meeting of farmers in that particular district was called together?—I cannot say, beyond that it was at the last Llanrwst fair that they came to me, and one of them, Mr. Edward Jones, of Hafod Ifan, asked if it would not be better for us to have a committee, so as to send a representative to this Commission.

14,713. So that you do not know that each farmer in this district had a notice to attend that meeting?—No, only the chief farmers, the largest farmers; and those whose names are here represent them.

Chairman.

14,714. Some questions are put in by Mr. David Jones. "Are Lord Penrhyn's farms "cheaper than farms on other estates in this "district"?—It is very difficult to say that, but Lord Penrhyn's character makes us stick to them longer.

14,715. "Do you consider there are farms in "your district that are too dear"?—Under the present circumstances I must say they may be.

14,716. "Do you know that there are farmers "in your district who hold different views on "the land question to yours"?—I cannot say that, but I explained my views to those who were present at that meeting, and they all held the same views as I did.

14,717. Then question No. 4 has been answered. Question No. 5 is: "Do you mean to say that "your fellow farmers have sent you here to "give the evidence you have given"?—Yes, as this document says.

14,718. Then did they know what you would say?—Yes, this paper which had been written then was explained to them (*referring to statement*).

Mr. *Brynmor Jones.*

14,719. The paper had been already written, had it?—Yes, it had been written before the meeting, in order that they might have an opportunity of seeing my views; and if they were not content with my views I was not going to come down here.

14,720. Who wrote the paper?—I did.

14,721. How long before the meeting?—A day or two, or perhaps more, before that.

Mr. *Brynmor Jones*—continued.

14,722. Who helped you to draw it up?—No one.

14,723. Was there anyone else present when you wrote it down?—No.

Mr. *Richard Jones.*

14,724. Did you get a copy to write it from?—No.

Major SAMUEL SANDBACH called and examined.

Chairman.

14,725. Where do you live?—Hafodunos, Abergele.

14,726. Are you agent for your father?—I am agent for my father, and owner of two neighbouring farms. I have farmed 800 acres for eight years.

14,727. Your father's estate is about 5,000 acres?—Yes.

14,728. Have you any objection to stating the rental?—No, it is about 3,000*l.*

14,729. Do you wish to call any attention to an enclosure of 1843? That is a long time ago. Was it an important enclosure?—I do not think it is important. I am ready to answer any question about it. It was done by Act of Parliament, and I think that it was of the very greatest importance, in this way perhaps, that it afforded increased employment in the neighbourhood in the making of drains, fences, roads, and plantations; the land was improved, the climate was improved, and general prosperity has resulted from that enclosure.*

14,730. What was the acreage of the enclosure?—I cannot tell you from memory, but I have the document here.

Mr. *Grove.*

14,731. About? Have you any idea? Was it 100 acres or 200 acres?—I should think it was 400 acres, but I am speaking without pledging myself to the accuracy of that statement. Eight acres were allotted for public turbary, two acres for recreation ground. These 10 acres are the only portion of the enclosure that are now uncultivated, and they are used by the immediate neighbours for cutting rushes, the use of peat for fuel having fallen into disuse.

Chairman.

14,732. Now let us get on to the "occupation" question. What is the usual date of entry in your district?—Before I answer that question, I should like to say that differences of language, politics, or religion only in very rare cases have any effect upon the management of an estate. I never ask an intending tenant what his politics are or religion is, as I am only concerned with his farming capacity, and his having sufficient capital to work his farm satisfactorily. I do not know how many Churchmen and how many Nonconformist tenants there are on Hafodunos, but the latter are certainly in a majority.

Chairman—continued.

14,733. What is the usual date of entry in your district?—November 30th upon the land. May 1st upon the houses and buildings, and the farms are let on leases from year to year.

14,734. Are there any oppressive clauses in your agreement?—Perhaps I had better hand in a copy of the agreement, but I should like to say that compensation is almost invariably given in resuming a plot or any portion of land for any purpose, planting or any other purpose, and if damage is done in timber cutting, I always make a special note to that effect in selling timber, that the tenant must be compensated.

14,735. That is very good. You do not think any clauses are oppressive in the agreement?—I do not think so, but I think they prevent a bad tenant absolutely ruining a farm when under notice to quit.

14,736. Ploughing up permanent pasture and so on?—Yes, ploughing up permanent pasture.

14,737. You give the tenants a copy of your agreement?—Always.

14,738. And in Welsh if they want it?—I have not a Welsh copy.

14,739. Can you tell us what the amount of rent is?—It varies from half-a-crown to 25*s.* per acre; the average is 12*s.* per acre.

14,740. Is the rent usually fixed on a gross sum, or at so much per acre?—The rents were fixed by a valuation, I believe, in 1835, when the estate was bought by my grandfather, but there has been no valuation since. In the case of a new tenant the old rent is usually taken as a basis, and any necessary adjustment is then made.

14,741. I suppose they stick on pretty well. You do not have many changes?—Very few.

14,742. And then the rents of the smaller tenancies are higher a little bit on account of the buildings?—If it is higher that is the cause.

14,743. Then you never let to the highest bidder of course?—Never.

14,744. As to the tenants possessing sufficient capital, you must do the best you can to find out, I take it?—I think most Welsh tenants have insufficient capital for the amount of land they farm.

14,745. What do you think they ought to have on going into a farm?—I think they ought to have at least 5*l.* an acre.

* Additional note from witness's summary of evidence:—

Wenlli Common, Swch yr hafod, Bryniau gleision, and Cefn Brynsiwan, in the parish of Llangerniw were enclosed in 1843 by Act of Parliament.

Eight acres were allotted for public turbary and two acres for recreation ground. These 10 acres are the only portion of the enclosures that are now uncultivated, and they are used by the immediate neighbours for cutting rushes, the use of peat for fuel having fallen into disuse.

Chairman—continued.

14,746. Is arbitration ever resorted to?—It is never resorted to.

14,747. And you have not raised the rents?—No rents have been raised except on improvements.

14,748. Now what do you say as to permanent reductions?—Permanent reductions have been made at various times, ranging from 10 to 40 per cent. A temporary abatement was once given in 1882 of 10 per cent., but I do not approve of it. That is before I had anything to do with it.

14,749. You think you ought to reduce the rent altogether?—I think a rent ought to be reduced permanently if it is to be reduced at all. And I do not believe in percentages either all round, because the tenants' circumstances vary very much.

14,750. Now what have been the permanent reductions since 1883?—The permanent reductions since 1883 have amounted to 543*l.*, or 17 per cent. upon the former rental.

14,751. When you reduced the rents, did you have a re-valuation?—No, the estate has not been re-valued at all. Rents have never been raised except by way of interest upon capital expenditure by the landlord, in that case 5 per cent. is the usual charge.

When rents are reduced it is not in consequence of a valuation, but because of bad times, and owing to the serious drop in the value of stock and produce. Sometimes a tenant is helped far more by having a shed built, or a hay-shed erected, or some wet land drained than by having a mere reduction of rent, or money returned to him. And in every instance of this kind the tenant is not asked to pay interest upon the capital expenditure, though the landlord spends far more upon the improvement than a percentage or rent reduction would cost him. Sometimes so many tons of lime or manure are given. In 1864, Roxburgh at Caerllo had 70*l.* 17*s.* worth of lime. In 1865, 167*l.* 7*s.* 5*d.* worth of lime, and 60*l.* 4*s.* 8*d.* bones.

14,752. How long are the rents paid after due?—Rent used to be paid from one to two months after becoming due, except in the case of "back rents" which are always six months in arrear, and paid about eight months after they are due. These are being abolished as opportunity offers; I mean in the case of new tenancies. For the last two years more time has been allowed the tenants, and audits have been held in June and December for the rent due respectively at Lady Day and Michaelmas.

14,753. You think a preferential claim by the landlord is fair?—I think it is necessary. It enables landlords to accept tenants who have not very much capital. It makes tenants look upon their landlord as their best friend and the man to help them when in trouble and other creditors insist upon being paid. A landlord can give a tenant more time, and frequently the money intended for rent goes to pay an importunate creditor, the crisis is tided over, prices improve, and the tenant by the credit he thus gets, is able to take advantage of the rising

Chairman—continued.

market, and once more become solvent, and pay up his arrears.

14,754. I understand you to say that tithes and income tax are paid by the owner, and the occupier pays the land tax, the chief rent, and the local rates?—Yes, that is so.

14,755. You say the local rates have increased during the last 50 years?—Yes, they have.

14,756. Now about the size of the farms, what is the average size of the farms in your district?—They vary from three acres to 450. I should say that the average is about 100 acres.

14,757. You have consolidated some of them?—Yes, there have been six or seven farms added to other farms.

14,758. Has that increased the production?—Considerably.

14,759. And given more demand for labour?—It has increased the production and given more demand for labour, and it has in every way improved the place, I think.

14,760. And has it reduced the rent or not, do you think?—I think it has reduced the rent, because of course one set of buildings is done away with, and therefore the tenant has paid rather less for one farm than previously two tenants would have paid for two farms. I do not know whether you would like me to mention anything with regard to the population. The population of Llangerniew parish has not altered very much. In 1851 the population was 1,036, and in 1891 it was 946, so that it has been reduced by about 100.

14,761. I think you say you have mixed cultivation?—Mixed cultivation; raising of stock principally; a certain amount of corn, but very little wheat is grown.

14,762. What do you say about labourers?—Labourers are very scarce and becoming more so every day.

14,763. Very scarce?—Yes, farmers are complaining very bitterly about the scarcity of labour and the high wages they have to pay. I attribute that to the slate quarries in the neighbourhood, as much as anything, where they get better wages.

14,764. Have hundreds of acres of land been reclaimed by the tenants?—Yes, some hundreds.

14,765. Do you give compensation for reclamation?—Yes, always.

14,766. And ploughing up rough land?—Ploughing up rough land has been done.

14,767. And draining?—Draining has been either done or paid for by the landlord. It has not been done by the tenants; never is.

14,768. You have no root crops?—We have now. I may say root crops were practically unknown in the district 50 years ago, and fallowing has quite died out.

14,769. And what improvements are generally made in your district?—Improved farming has resulted from increased knowledge on the part of the farmer and the example of a good land-

Chairman—continued.

lord, and the effect has been considerable profit to the farmers.

14,770. As regards improvements, are they always made by the landlord?—The tenant may do such things as grubbing up gorse banks, or ploughing up rough land.

14,771. Can you hand in any particulars about drainage or buildings, or tanks, or protection from river encroachment?—I could hand in a schedule prepared. This schedule gives the rents and the amount expended during the last fifty years, and during the last five years.

14,772. And the return to tenants; the abatement of rent as well?—I have not put that down.

14,773. The reductions; not abatements?—Not abatements; an abatement was only given once in 1882, an abatement of 10 per cent.

14,774. You have told us what the improvements are. The tenants co-operate very little?—I think the only case where a tenant co-operates with the landlord is in haulage for a building, or hauling pipes for draining.

14,775. Do you pay for hauling?—No.

14,776. Never?—Never.

14,777. Not even if the man went out of his farm in two years?—Yes, in that case, but we never have such a case; in that case the tenant would ask for and would be compensated.

14,778. Then you do not contract out of the Agricultural Holdings Act?—We do not contract out of the Agricultural Holdings Act.

14,779. And you have no custom of the country?—No; if consent were asked for we should give it readily enough for improvements.

14,780. Has any case occurred in your district where an outgoing tenant has failed to obtain sufficient compensation for his improvements?—No, I do not know of any case in which an outgoing tenant has failed to get it.

14,781. You have no tenant right?—No; as regards that question, I should say a tenant has no saleable interest in his holding. If he has made improvements he obtains compensation from his landlord, but nothing from his successor for interest or goodwill, only for such crops as may be left on his holding, and these are generally sold at public auction. I recently refused a tenant, who was willing to pay 50*l.* to an outgoing tenant, and also a considerably higher rent than the old rent, mainly because I would not appear to recognise any such right, and I accepted another tenant at the old rent.

14,782. What is the custom as to the sale of the sheep on sheep farms by an outgoing tenant to an incoming tenant, or to the landlord?—Sheep on a sheep-walk are generally taken over by an incoming tenant or the landlord, at a valuation, but I know of no custom authorising this. It is purely a matter of convenience and bargain.

14,783. Then about game preserving, what do you say?—Rabbits and hares cannot be preserved. There is a moderate amount of game, but I should like to say that there was a clause

Chairman—continued.

(you will find it in that agreement) before 1880 authorising the tenant to kill rabbits from the 1st of February to the 1st of April, which was inserted in that agreement in my father's time, long before any Ground Game Act was thought of

14,784. You have no trouble with the tenants about the game?—No, none at all. I have had only three claims within 10 years, and I should say in answer to your question whether tenants are expected to beat, certainly not, but they love a bit of sport, and gladly come and see what is going on, and assist, but they would be insulted if they were offered money for coming out; they come out for pleasure.

14,785. Then, further, about sporting rights, you say that the Crown lessees exercise sporting rights over Crown lands and commons; and there is agricultural education in your district?—As regards fruit culture, I should like to mention one gentleman. I do not know whether it has been brought out, but there is the case of a farmer in this neighbourhood, a landowner whose name, I think, should be brought forward, Mr. Tinsley, who has shown what can be done by enterprise in the way of strawberry growing, and growing peas. He grows several miles of them, I believe.

Mr. *Grove.*

14,786. Does he get them before the ordinary market?—No, he has three different zones or heights—three belts. He has a farm running up from the valley to the top of the hill. He has a succession of fruit, the lower belt would come in before the ordinary market, and the main crop is half way up, and then he has a very late strawberry crop growing high up in the hill. That is Mr. Tinsley, of Pennant.

14,787. Is there any instruction given in butter and cheese making?—I should say as regards forestry, a great deal of planting has been done. We planted 300 acres of plantation. As regards butter making, you have already heard, I think, that Bangor College have given a good many lectures in the district. They have given a dairy demonstration here for the last three years at Llanrwst show, and for two years I gave prizes for a butter-making competition at that demonstration. We have had two courses of lectures at Llangerniew, near here, well attended, and we hope to have another course this winter. We have carried on field experiments at Hafodunos, the report for which I hand in (*handing same*).

14,788. Are the railway rates high?—Yes, they are indeed. I think they ought to be reduced.

14,789. Then what do you say as to combination?—There is a combination of labourers, which I think ought to be noticed, for harvests. At Llangerniew during harvest the best labourers are always put forward on the Monday morning to bargain with the farmers at what they call a "cross," and when the bargain is made, no labourer will take less wages than that. The result is that the inferior men either get no work at all, or the farmer has to engage them at a wage higher than their value.

Professor *Rhŷs.*

14,790. Do you say that is going on still?—That is going on still.

14,791. At Llangerniew?—At Llangerniew; it went on this year.

14,792. On the Monday morning, you say?—On Monday morning during the harvest.

Chairman.

14,793. And you say that lasted a week?—Yes.

14,794. And then it began again on the next Monday?—Yes. Then as to friendly societies, we have a Vale of Cerniew Friendly Society; it has a membership of 170 and is very flourishing. There are numerous friendly societies, but they are being absorbed by the large bodies, such as the Oddfellows and Foresters. As regards provident institutions, I cannot say, but I have heard that the inhabitants, of this district lost 2,000*l.* in the Liberator Society, so that they must have money to invest.

14,795. Are there many proprietor farmers?—There are many about, Llannefydd and Gwytherin, but yeoman farmers, small farmers.

14,796. Do the tenant farmers buy their holdings as a rule?—Well, at the sale of which you have heard to-day, of Mr. Evans' property, several of the tenants bought the farms, which they had previously occupied; I believe I do not know, but I believe they most of them borrowed money to pay.

14,797. I think we know all about tenant farmers and their wives, and how they work, and what the children do, and they get no wages, and all that?—I should like to give you a case: 25 years ago a farmer took a farm at Hafodunos with little capital but several sons. They prospered. His eldest son took a large farm in 10 years upon an adjoining estate, and is now well off. Three years ago the father took another farm adjoining his own upon this same estate, and worked it with a younger son who married this year and has agreed to take a farm upon Hafodunos. Another son keeps a shop in Liverpool. I think they are an exceptionally hard working family, and I think they have prospered more than ordinary Welshmen would have done. Then, in another case, a widow and her son took over a farm when the husband died, and now the son has taken another farm upon Hafodunos and the widow works the old farm with a younger son, and they are both doing very well. With regard to Question 158, as to whether rents are to be diminished according to the number of children of a man, I say, he has only to breed fast enough, and at rent time his landlord will have nothing, because the allowances for children's wages will more than counterbalance the rent.

14,798. Can you tell us anything in respect of the state of cottage accommodation?—The cottage accommodation is nearly double what it was. During the past 60 years 3,802*l.* 14*s.* has been spent upon cottages at Hafodunos, and between 1835 and 1869, 426*l.* 11*s.* was spent upon the building and repairing of the elementary school, the fabric alone. I think the supply of cottages is ample.

Chairman—continued.

14,799. Are they in fair repair?—In very good repair. In the village of Llangerniew there are two publics, two shops, and 22 cottages, and there are also cottages in convenient places all over the estate. They are all in thorough repair, and solidly built of stone and slate. All the cottages have gardens and some have land as well. The rule is for all cottagers to hold of the landlord direct, but there are one or two exceptions. I will hand you copy of our cottage agreement (*handing same*).

14,800. How long do they hold for? When could you turn them out?—Three months' notice.

14,801. Have you anything to suggest for the improvement of things?—I put down five things which I think would assist. First, a lightening of the heavy local rates, which now handicap farmers and the land generally; everything is now put upon land, every rate is charged upon land; personal property does not contribute half what it ought. I would put a small duty upon all imported flour, wheat, and corn. I would advocate the branding or labelling of all imported foreign meat. I also advocate improving railway accommodation. I think we ought to have light railways. I do not see why Ireland is to have all the benefits and Wales to have nothing. I think if railway companies will not make them, we ought to be aided by a State guarantee, and local committees should be empowered to make a railway, of course, under proper supervision.

Mr. *Brynmor Jones.*

14,802. Would you be satisfied with the county council?—Yes, I should.

14,803. Or some public authority?—Yes.

14,804. Your idea is that there should be some subvention from the central Government so to speak, and the county council might have power to control and carry out the undertaking?—I think the county council have enough to do already.

14,805. There is no Governmental office in Wales at present which could undertake the control of that?—No.

Lord *Kenyon.*

14,806. What is the fifth remedy?—The fifth is the equalisation or lowering of railway rates. At present it is cheaper to send produce from Liverpool to London than it is from here to Liverpool. It is an anomaly. Railway rates since the 1st of January this year have been very much worse.

Mr. *Brynmor Jones.*

14,807. Have you any idea what a light railway would cost per mile?—No, I have not gone into the subject.

Chairman.

14,808. I have not asked about your relations with the tenants; I suppose they are very satisfactory?—I think so; I am perfectly satisfied with them.

14,809. And as regards money spent in repairs and improvements, can you tell us anything about that?—Well, I have put in some figures. I should say we have spent over 100,000*l.* the last 60 years. The estate was bought exactly 60 years ago.

14,810. You have given us the details?—Not entirely. Every farmstead has been entirely rebuilt or large additions made to the existing buildings. All wet land has been drained. 300 acres of plantations made for shelter, which have softened and improved the climate. 100 miles of old banks and hedges have been pulled down and grubbed up, and the fields remodelled, and new quick fences made; mostly planted and protected at the landlord's expense; but in all cases the landlord has provided the quicks, also posts and wire to protect the hedges until grown. Watercourses and ditches have been made and paved, and much land from waste common turned into good sound arable land. I should like to mention that 16 miles of road from Abergele to Llanrwst was made entirely at Mr. Sandbach's expense, at a cost of over 12,000*l.*; it was made under a public Act, but he found the money for it.

14,811. I daresay you have many families who have held under you, and been on the land for a vast number of years?—Yes, we have. I can give you them in a moment. I should like to give this table:—

Tyddynbach, 400 years.
Tynypwll, three generations.
Tyddyn dolben, two generations.
Tyddyn ucha, two generations.
Tyucha, two generations.
Gribin, 90 years, and before that at Maesol, 110 years.
Ffrwynos, two generations.
Pontysylltu, three generations. Stephen, 1834 to 1849; Thomas, 1849 to 1864; Stephen, 1864 to 1893.
Tyhwntiravon, two generations. Owen Williams and David Williams.
Nantyrachbach, two generations.
Hendre, three generations. Richard Morris in Howard Rent Roll up to 1845; Robert Morris, 1845 to 1863; William Morris, 1863 to 1893.
Gell, three generations.

Mr. *Seebohm.*

14,812. Those are selected farms?—Twelve farms on which the tenants or their direct ancestors have been for more than two generations.

14,813. 12 out of how many?—Out of 43 or 50 there may be.

Lord *Kenyon.*

14,814. Have you thought of a land court at all?—I think a land court would be the very greatest bane to this country in every way. I think it would deprive tenants of the good feeling which they now have towards their landlord, and I think it would deprive landlords of any interest or wish to improve their holdings, their farms, and their land, and it would generally stir up strife and trouble, and lead to no end of contention. I do not see either how it would work. I do not see how you can settle land rents by means of a court; they are much better settled by mutual agreement between the landlord and his tenant.

Lord *Kenyon*—continued.

Mr. *Brynmor Jones.*

14,815. Just one question or two only. I see that the clause you refer to about the rabbits is the last one in the agreement, and it provides that the tenants are not to shoot rabbits?—It provides that the tenants are to kill rabbits by nets or ferrets, but not to shoot them during those two months.

14,816. I see what you mean. You put the clause limiting them from the 1st February to the 1st April from shooting them, but they may shoot them at other times of the year?—No, at other times of the year the rabbits were reserved to the landlord.

14,817. This seems to have been before the Ground Game Act, 1880?—Yes, of course it was; that is what I say.

14,818. Did you ever enforce the penal clauses in this agreement since you have been agent?—No, never.

Mr. *Griffiths.*

14,819. Do you and the landlord of this estate do anything in the way of improving the sires, horses and cattle, and that like in the district?—There have been several sires kept. My father had a thoroughbred some few years ago and Lord Penrhyn had a horse called "Cadraoc" who has served mares in this country free of charge.

14,820. Did not the tenants avail themselves of that?—To a certain extent, but not so much as they might have done.

14,821. Have you any reading rooms or anything of that sort in the villages?—We have a young men's reading society in the schoolroom. We have no room apart. Our elementary schoolroom is used for all meetings of that kind in the village, and there is a reading club which my sister manages and gets books down for, and that kind of thing. Any young man in the district goes there after 6 o'clock.

14,822. It is open to the public at large?—No; there is a slight subscription; I think it is 3*d.* a year.

14,823. You spoke with regard to strawberries. Have you any idea what per acre this gentleman used to make of his strawberries?—I should not like to say.

14,824. You have some idea. Why I ask you is that I know of something similar in my own neighbourhood?—I really cannot say. I have not asked him.

Lord *Kenyon.*

14,825. Does he pay rent for the land or is it his own land?—It is his own land.

Professor *Rhŷs.*

14,826. Does it pay?—It pays him.

Mr. *Griffiths.*

14,827. Is the place wired over?—No, they are grown in the open.

14,828 Do you consider 10 per cent. a sufficient reduction for a tenant for the present year?—I think that every case ought to be treated on its own merits. Do you mean a general reduction of 10 per cent. on rents on a property?

14,829. Yes, but this is an exceptional year?—It is an exceptional year, but still, on some farms a man has had good crops and on other farms a man has had bad crops. It has been most partial. Even on Hafodunos, on one side of the river there have been heavy showers, whereas on the other side there has been no rain for a couple of months at a time. So you must treat each case on its own merits. It is impossible to make a general rule.

Mr. *Seebohm.*

e 14,375 14,830. I think Mr. David Williams is your tenant?—He is.

14,831. He gave some evidence about the consolidation of holdings; were they on your estate?—I did not understand any evidence given by him to refer to our estate, but there have been certain farms consolidated.

14,832. I think he said twenty farms had been consolidated?—No, that was not on our estate; that was as to grazing; that was on a neighbouring estate.

Lord *Kenyon.*

They were Coedcoch and Garthewin.

Mr. *Griffiths.*

14,833. You gave us instances where two or three families appeared to have done well. Do you suppose those are exceptional cases, or are they fairly general, do you think?—I took them as more or less typical, but I think that in the first instance I gave, the family are exceedingly hard working, and have succeeded more than ordinary Welsh tenants do.

14,834. Do you think there was anything special in their holding that would be favourable to them?—Oh, no, their holding was just the same as any other farm.

14,835. As to this question of fruit culture, would you suppose that the same things could be brought to apply more or less to the ordinary farmer, as Mr. Tinsley has developed it, to their benefit—more or less I say?—No, I do not think so. I think Mr. Tinsley is a most enterprising man, and then it takes more time and trouble and attention than any ordinary farmer would give.

Mr. *Griffiths*—continued.

14,836. You do not think it would work on those lines?—On those lines I do not think it would work at all.

14,837. Do you think that the ordinary farmer in this district could improve his condition at all by fruit culture or to some moderate extent?—Not in ordinary years.

14,838. You spoke of railway rates being high. Do you happen to know whether railway rates are charged above the maximum powers of the companies under their Acts of Parliament?—I cannot say that I know what the maximum powers are, but I can say that I used to have a special rate for grain from Liverpool to Abergele of 7*s.* 6*d.* a ton, and last week I got a bill according to which the rate has increased to 15*s.* 5*d.*

14,839. That is about 110 per cent. advance?—Exactly.

Lord *Kenyon.*

14,840. That is the London and North Western?—The London and North Western Railway.

Professor *Rhŷs.*

14,841. Who insures the farm buildings on your estates—the tenant, or the estate?—They are not insured at all.

14,842. You have been enlarging a good many houses, I think you said. Where do the servant men mostly sleep? We have heard a great deal about this question in other places?—The servant men mostly sleep in the farm-houses.

14,843. In the houses?—No, not exactly in the house, unless there is special provision made for it. They generally sleep in a loft or in an outbuilding.

14,844. Has the farmer any control over the servants, do you think? We have heard complaints in other places of the servants prowling about at night and so on. Is there anything of that sort in your district?—Yes, I have heard complaints from many farmers of the same kind. I had an application only the other day for some shutters, because young men would prowl about and open the windows at night.

14,845. Whose windows?—The windows of a farmhouse, in order to get into it.

14,846. What windows of the house?—They were the windows of the back kitchen.

14,847. Do you think this arrangement is not quite satisfactory of the servants sleeping in these open lofts and outhouses?—I do not think they would submit to be locked up, if that is what you mean, by the farmer at night. I do not think Welsh labourers would submit to that.

The witness withdrew.

Mr. E. J. WILLIAMS called and examined.

Chairman.

14,848. You have heard the evidence of the last witness. I dare say there is a good deal of it that you confirm ?—Yes.

14,849. Is there anything you particularly wish to call attention to ?—Yes, local taxation.

14,850. Very well, we will take that ?—I should very much like to see the principle asserted by the Local Government Act of 1888 carried further; that is, the principle that local taxation should be subordinate to Imperial taxation. There is one other thing I would like to point out with regard to the rates. I disagree with most of the witnesses. I say the rates have decreased. They were in 1872 in one district here 3*s.* in the £; in 1882, 2*s.* 8*d.*, and now in 1893 they are 1*s.* 6*d.* So that the local rates have actually decreased by half, through the Government subventions, and through the operation of the Local Government Act of 1888. If the principle enunciated there were carried out fully, I maintain that local taxes should be converted into Imperial taxes, so that all property, both personal and real, should be rated. Now, funded property escapes, and all the burdens are on the land, as Mr. Sandbach says.

Mr. *Brynmor Jones.*

14,851. Do you mean that you want to get rid of the levying of rates altogether, and to convert all rates into Imperial taxes ?—I do. I maintain that what are now levied for local purposes are really for Imperial purposes. The main roads have been taken from the ratepayers; that was previously a local charge; it is now an Imperial charge; it comes from the funds of the county council.

14,852. Then I understand your point to be that you would extend that principle still further ?—I would extend it, yes.

Chairman.

14,853. You are a land agent and a county councillor and a tenant farmer, and you occupy under two landlords ?—Yes, I do.

14,854. You are agent for 25,000 acres of land ?—Yes.

I do not think we need take you all through your answers to the scheduled questions.

Mr. *Brynmor Jones.*

14,855. If I might speak personally, the matter I should be most interested in would be to learn your views as to the causes of depression, and the remedies you suggest ?—I think that has been very well threshed out all through, whatever.

Chairman.

14,856. You agree with what has been said to-day about it ?—Well, to a certain extent. The causes are, I think, foreign competition, and the want of capital. I do not think the latter point has been brought forward. There is a very great want of capital amongst the tenants. I can speak as to that for two or three counties.

Mr. *Griffiths.*

14,857. I think you mention in your answers that the cultivation of land is deficient ?—No. I mention here the breeding of inferior stock, and that foreign competition makes the inferior cattle almost thoroughly unsaleable. More facilities for marketing the stock should be given to the Welsh tenants, I may say, all through Wales, but certainly in Carnarvon, Lleyn, and all those places, where the tenants are awfully handicapped.

Professor *Rhŷs.*

14,858. You want light railways in those parts ?—Yes, certainly.

Mr. *Griffiths.*

14,859. What is your opinion with regard to sheep and cattle, fat stock, pigs, and so on. Should they be weighed, do you think ?—I was going to recommend that. First of all, more capital, and then that there ought to be some check to foreign productions; and weigh-bridges ought to be fixed all over the country.

14,860. So that the farmer might get the value of his beast ?—Yes. We now have grand prizes for pigs. What is the reason ? Because they do not import any from America. Immediately they get rid of their swine fever in America our pigs will become not worth the breeding.

Chairman.

14,861. Pigs are high now ?—Pigs are high. Butter sells well.

14,862. Do you think, on the whole, as a land agent of great experience, that rents are fair over the district ?—I only wish to be understood in this light; I do not wish to speak except for the estate with which I am connected.

14,863. On that estate are the rents fair ?—Yes.

14,864. They are quite fair ?—Oh, yes.

14,865. And you think the tenants could live at the rents ?—They have been adjusted, too. There have been permanent reductions of from 36 to 40 per cent.

14,866. That is very unlike what we have heard. This is the first we have heard of that ?—I will give you the instances now. First farm, reduced from 50*l.* to 30*l.*; second, from 70*l.* to 60*l.*; third, from 46*l.* to 35*l.*; fourth from 124*l.* to 105*l.*; fifth, from 46*l.* to 38*l.*. sixth, from 35*l.* to 20*l.*; seventh, from 44*l.* to 35*l.*; eighth, from 92*l.* to 60*l.*; ninth, from 49*l.* to 42*l.*; tenth, from 62*l.* to 44*l.*; eleventh, from 85*l.* to 55*l.*; twelfth, from 30*l.* to 27*l.*; thirteenth, from 50*l.* to 32*l.*; fourteenth from 17*l.* to 11*l.* (I may say that the two last are recent purchases, previously they were held by a small landowner.) Fifteenth, from 60*l.* to 50*l.*; sixteenth, from 10*l.* to 6*l.*; seventeenth, from 32*l.* to 22*l.*; eighteenth from 67*l.* to 44*l.*; nineteenth, from 62*l.* to 52*l.*; twentieth, from 60*l.* to 52*l.*

Lord *Kenyon.*

14,867. On what estate are these ?—On Lord Penrhyn's.

Chairman.

14,868. That seems a wonderful estate ; there is no doubt about that. But do you, or do you not, consider, as a practical man—you must be able to answer this question, as you go about a great deal—that the tenant farmers in this country are over-rented or not?—Well, I will take our neighbouring estate, that I know something about; that is Colonel Wynne Finch's. I think there are some reasonable rents there.

14,869. On the large estates you think it is satisfactory ?—I believe it is. There are a good many small landowners that give very good terms to their tenants, and have very good tenants. They behave well to their tenants, and their tenants cultivate well.

14,870. Well, I do not think I need ask you anything further on your statement. There are one or two questions handed up. One by Mr. Vincent. " Do you say that the persons who " gave evidence to-day are representatives of " the substantial farmers of the district ? "—I do not think they are—with very few exceptions.

14,871. All the people we have seen to-day seem to be very poor ?—Not all; there are a few; but a schoolmaster, certainly, is not a representative of farmers.

14,872. Those we have seen are in low water, you think ?—Quite so.

14,873. All the farmers we have seen have got reason to complain ?—Perhaps.

Mr. *Brynmor Jones.*

14,874. Do you not think that many of what are called the substantial farmers are afraid to come forward ?—No.

Chairman.

14,875. You do not think that ?—No.

Mr. *Brynmor Jones.*

14,876. They have no security of tenure ?—Well, it is better than security of tenure. Yearly tenancy is always better.

14,877. The men you are referring to are expending their capital and giving their life's work under tenancies from year to year ?—No.

14,878. Is not that so ?—No, I think the Commission is misled. There is very little capital expended.

14,879. Have they got leases ?—Leases are not prevalent here, I believe.

14,880. Then the point I am putting to you is this: that the substantial farmers you are referring to, and who may be presumed to be doing fairly well, may be sent away by a notice to quit in one year ?—Yes, but a good sensible landlord would not do that. He is as proud of a good tenant as the tenant is of a good farm.

14,881. But do you think that the tenant farmer might very likely say, " Well, I shall do " better not to give evidence ? "—No, I do not think so.

Re-examined, 22,683.

The witness withdrew.

Adjourned to Conway.

EIGHTEENTH DAY.

The Guildhall, Conway, Carnarvonshire, Saturday, 23rd September 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERICK SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

The Reverend W. VENABLES WILLIAMS called and examined.

Chairman.

See 27,597-27,614.

14,882. You represent the Colwyn Local Board, I believe?—I do, my Lord.

14,883. We shall be very glad to hear what you have to say, but it seems to me hardly to come within the scope of our inquiry. You say the London and North-Western Company have made an application to the Office of Woods and Forests to purchase a strip of land on the foreshore?—That is so.

14,884. Then you say you wish to prevent that encroachment on the foreshore, because the strip of land would interfere with visitors coming on to the shore at all, and it would cut the visitors off from the sands?—Yes, my Lord.

14,885. I think that hardly comes within our province; it is a question of public convenience or a question of the convenience of the railroad and the visitors here?—Not the visitors only.

14,886. Just tell us what you have to say upon it?—May I be allowed to read the minutes of the Local Board bearing on the subject? In the first instance a meeting was held at the Board Room, Station Road, Colwyn Bay, on the 8th of August 1893. There were nine or ten members present; I need not give their names: "A letter was read from the estate agent to "the London and North-Western Railway Com- "pany, stating that he had sent to Mr. Culley, "of the Office of Woods and Forests, a plan "showing a strip of land (approximately) a "chain wide, from the Colwyn Bay Hotel to "the westerly mouth of the tunnel at Pen- "maenrhos, as that which the company would "be willing to purchase. Letters dated the 1st, "3rd, and 5th instant were read from the Office "of Woods and Forests, and enclosing with the "letter dated the 5th inst. a tracing of the plan "sent to that office by the railway company, "showing the foreshore land the company "desired to purchase. Proposed by Mr. Thomas "Parry, seconded by Mr. A. C. Walker and "carried unanimously: That this Board protest "against the railway company taking any "portion of the foreshore for railway or any "other purposes, and that the matter be "strongly represented to the Office of Woods "and Forests, also to the county council for "county and the Member of Parliament for the "county division, as being fatal to the interest "of the inhabitants of Colwyn Bay. Proposed "by Mr. James Wood, seconded by Mr. John "Robert and carried unanimously: That a "deputation be sent at once to the Office of "Woods and Forests and the London and "North-Western Railway Company to urge "upon them that the proposed purchase as by "plan of the foreshore sent with their letter of "the 5th instant would be fatal to the interest "of this district, and if considered necessary, "that the deputation meet the railway com- "pany upon the same subject. Resolved "unanimously that the deputation be the "Chairman, Messrs. Thomas Parry, James "Wood, and the clerk. Ordered that the clerk "write to the Office of Woods and Forests, "stating that this Board protest against the "railway company taking any portion of the "foreshore to enclose for railway or any other "purpose, and that this Board had only re- "cently completed an approach to the foreshore "at a cost of 8,000*l.*, which will be of little use "if the company are allowed to purchase a "portion of the foreshore, and that a portion "shown on the plan as required by the com- "pany has been purchased by this Board for "that office, and that in the event of the "company acquiring the property it would be "fatal to the interest of the district. That this "Board propose to purchase the foreshore "to construct and maintain thereon a pro- "menade for the public use, and that at present "the Board are tenants to the company of the "foreshore so as to have control over the boat-

Chairman—continued.

Chairman—continued.

" men and bathing-machine proprietors, and to " keep the same in a tidy and orderly manner " for the convenience of visitors frequenting " Colwyn Bay."

14,887. Did this deputation go up?—It did.

14,888. Whom did you see?—We saw Mr. Culley, who is now no more.

14,889. When was that?—About a month ago.

14,890. Was any answer given?—The answer was this, that the matter would be in abeyance until we had had an interview with the London and North-Western Company, which we applied for to Mr. Hull. The estate agent was away for his holidays, and would be until the end of this month, so that really we have not had an opportunity of interviewing him on the subject. But as I have stated, Mr. Culley promised the matter should be in abeyance until then. The strip of land which the London and North-Western Company are seeking to purchase extends from Penmaenrhos eastwards.

14,891. You have not got the plan of it?—I am afraid I have not. It is in the county of Carnarvon up the boundary of the county of Denbigh.

14,892. How far?—I should think altogether it is a couple of miles.

14,893. We will take it that it is a couple of miles?—Yes. That would include the two counties of Carnarvon and Denbigh. Possibly in the county of Denbigh there would be three-quarters of a mile more or less.

Chairman—continued.

14,894. And this strip of land is a chain wide?—A chain wide.

14,895. Does that cut you off entirely?—At high water it would be utterly impossible for any people to walk along the shore.

14,896. You could not keep any bathing machines there?—No.

14,897. It does not cut off the approach so much as it narrows it?—It narrows it very much.

14,898. The sea comes up too high, and in fact it would wash away anything you put there?—Yes, it would.

14,899. I think the Commissioners quite understand that?—You have the epitome that I handed in.

14,900. Yes, I think you have given us that clearly and concisely. The matter remains in abeyance until you have seen Lord Stalbridge, the chairman?—We have first to see Mr. Hull, I suppose.

14,901. The matter is in abeyance, and up to that time nothing can be done?—Our great anxiety is, of course, to protect the interests of the public.

14,902. In the public interest we hope the best will be done one way or the other?—Thank you. Of course it is in a sense a protest to be taken cognizance of by the Commissioners.

14,903. We quite understand, and we are much obliged to you for coming to tell us that. It will not be necessary to hear anyone else?—I do not think so, my Lord.

The witness withdrew.

Mr. H. D. Pochin called and examined.

Chairman.

14,904. You are the owner of Bodnant Estate?—I am.

14,905. The acreage is about 3,000 acres?—Well, from 2,500 to 3,000 acres.

14,906. You want to give evidence about your estate?—I am prepared to give any evidence the Commissioners desire to have.

14,907. Do you make any difference with your tenants in consequence of religion, politics, and language?—None whatever. It is not known to us at the time a man makes application for a farm what religion he professes or what his politics are.

14,908. Is your agent a competent farmer, do you consider?—When I purchased this estate some 20 years ago I made inquiry as to the most competent land agent in this district, and I was recommended to Mr. William Bell on account of his essential fairness to both tenants and landlord, and I engaged him to take the entire management of my estate.

14,909. You let, of course, from year to year like everyone else?—Yes, it is let from year to year, excepting applications are made for leases.

Chairman—continued.

14,910. Have you any leases on the farm?—One, and I am prepared to grant leases to anyone who wants them.

14,911. Will you put in a copy of your agreement?—I have it here [*handing*]. I should explain to the Commissioners although that is a form of agreement in use, it is not adhered to on either one side or the other.

14,912. Is your agreement a dead letter?—Practically.

14,913. Do you ever give notice to quit?—I have only given one notice to quit—the circumstances of which I shall be glad to state to the Commissioners—since I have been in connexion with the property. Many of the tenants have dismissed themselves. The chief reason for giving up their tenancy has been the becoming security for other tenants, not on my estates of course, but for friends of their own. They are, I think, very improvident in that respect.

14,914. Do you wish to say anything about the notice to quit—how that was?—Yes; the notice to quit was in respect of a tenant referred to in some evidence given before

See 14,026–14,095.

Chairman—continued.

the Commissioners the day before yesterday—Mr. Williams, of Penllyn Farm. He paid me a rent of 75*l.* a year. He had a farm of mine consisting of 150 acres, but by slovenly and, I think, discreditable management he had only got, when he had notice to leave, 100 acres of land that was serviceable to him; the rest was bracken, gorse, and other rubbish of that sort.

14,915. May I ask you a question on that. Mr. Roger Hughes told us that when you bought the estate the rents went up?—Some of them, I dare say, but I should explain that Mr. Bell, being very much more experienced in land in North Wales than I, was instructed to value all the farms when I came into possession, he being a skilled farmer.

14,916. And the result was that the rents went up in many instances?—In some instances, but in others they went down.

14,917. Did your tenants remain on the estate?—Oh, yes, after his valuation. They remained for a greater or less length of time; some of them for five or six years, and some of them for seven, eight, or ten years; but none of them left in consequence of Mr. Bell's re-valuation.

14,918. But they did leave for some reason or other?—Yes, they did after, say, the first 10 years.

14,919. Is it a fact that they all went except one?—No, it is not a fact.

14,920. I am speaking under correction. I think that is the evidence given?—It was. Four of my largest tenants are persons who were tenants on the property when I bought it 20 years ago.

14,921. Have you any of the old tenants on the estate now?—Yes, four of them.

14,922. Out of how many?—Out of 25.

14,923. Only four left out of 25?—That is all.

14,924. How long have you had the estate?—20 years.

14,925. You have got rid of all the tenants except four?—They got rid of themselves.

14,926. We will put it in that way. All the tenants have got rid of themselves except four?—Yes, except four.

14,927. About 21 went and four remained?—Four are on the property now. I should like to finish my evidence about Williams, if you please, my Lord. Williams was my tenant. Hughes is the man who gave you the evidence.

14,928. He gave four instances of the tenants having to leave, and I suppose one of those four instances is Mr. Williams?—Yes, it is. I tell you the property had been badly managed in my view of the matter, inasmuch as he had 150 acres that ought to have been in profitable service to him, and it was reduced when he left to 100 acres.

14,929. What do you mean by that. Did it go back into mountain land?—Yes, it went back to gorse and bracken and all sort of stuff over the farm and he had but 100 acres of land which was fairly serviceable to him. I then gave him notice because I was dissatisfied with his sloveniy

Chairman—continued.

management. If you please, my Lord, when I say "I," I mean Mr. Bell, my agent.

14,930. Mr. Bell represents you?—I never engaged or dismissed a tenant in my life. It was Mr. Bell, my agent. who acted in that matter.

14,931. You washed your hands of it entirely and put it in the hands of Mr. Bell?—But I am responsible for Mr. Bell's doings, of course. I am quite prepared to take that.

14,932. I quite understand?—Well, I took the property into my own hands, and I spent upon the property 1,800*l.* to undo his misdoings.

14,933. Was that on Williams's farm?—Yes, that was on Williams's farm—the farm that I say had been brought into such a condition that there were only 100 acres of profitable land to him, so that I had absolutely to make an outlay of more than all the rent he had paid me for 12 years in setting aside his misdoings; and that is the history of Mr. Williams that Mr. Hughes made so much of to your Lordship the other day.

14,934. Is there anything you have to say about the other three instances. He gave Mr. Williams and three other instances?—Of tenants leaving?

14,935. Yes?—What were they?

Mr. *Brynmor Jones.*

14,936. He gave an instance in relation to a farm called Henblas, rented 40 years ago at 48*l.* and he says now it is 88*l.*?—Very likely. As to Henblas, I do not remember so intimately the circumstances of the case as I do Williams's, but I am quite sure that he was not dismissed; he had a brother with whom he farmed, I recollect, some property away, and he wanted to join his brother. That is my impression.

Mr. *Richard Jones.*

14,937. Kindly give the name of the place where Mr. Williams lived?—Penllyn Farm.

Chairman.

14,938. Is this true: "The tenant in the time "of Mr. Hanmer was Robert Williams." That is the person you are speaking of?—Yes.

14,939. "The rent was 70*l.*"?—75*l.* I think.

14,940. "Mr. Pochin for some years cultivated it"?—Yes; that is when I spent the money, as I say.

14,941. "Then let it to a certain William Roberts for 116*l.*" Is that the case?—Yes, very likely.

14,942. "William Roberts only occupied it for three years"?—Well you recollect that was done in consequence of the money that had been spent on it.

14,943. Mr. William Roberts kept it for three years?—He says he is now dead, but he is not dead. He is a farmer within two or three miles of this place.

Chairman—continued.

14,944. "Mr. Roberts died." He is alive, you say?—Yes.

14,945. "Mr. Pochin farmed it himself for two "or three years afterwards"?—Yes, I did.

14,946. "It is now let for 100*l.* after two "fields have been taken from it." Is that right?—Yes, to a man who was previously a tenant of mine on another farm.

14,947. "Another instance is Garth." Do you know Garth?—Yes.

14,948. "The rent in the time of Mr. Hanmer was 75*l.*"?—Yes; that is mountain pasture.

14,949. Is that the case?—To a large extent.

14,950. For 75*l.*?—I am not prepared to dispute it; I am not prepared to assent to it, because really I do not know.

14,951. That is the gentleman who became bankrupt owing to lending money?—Yes; lending money to his brother, I think.

14,952. The fourth instance was Henblas. "The rent of that farm 40 years ago was 48*l.*" Is that the fact?—I do not think so, but I cannot speak positively. I should say, my Lord, I was exceedingly anxious Mr. Bell, my agent, should have been here, because he knows so much more about the details of this estate than I do; but he is very ill indeed, and he is now in Scotland, and could not possibly be present.

14,953. I am sorry to hear it.—But I should say of Mr. Bell that he now manages some ten or twelve large estates.

14,954. I want to bring you back to this farm. The statement is that 40 years ago it was 48*l.* That you do not know?—I do not know.

14,955. What is the present rent. Is it 88*l.*?—Very likely; I think it is.

14,956. That is an increase of 40*l.*?—I had that farm in my hands for a long time. Perhaps you will allow me to explain the reason why I took the land in hand. There was a great deal of it badly farmed, in a bad condition and dirty, and not creditable either to me or to the tenant, and I thought the land question in North Wales would have been very well settled if landlords would have taken the property into their own hands and brought it into a creditable condition by farming it themselves.

14,957. I am sorry to interrupt you; but this is rebutting evidence, and we must confine you to that at present?—Very well.

Mr. *Seebohm.*

14,958. You meant to re-let it again after you had put it right?—Yes, after I had put it right and made a creditable farm of it.

Chairman.

14,959. How is the rent fixed on the estate?—When there is a farm to let, it is fixed by Mr. Bell going carefully over the farm and fixing the rent. I always assent to his fixing whatever it may be—higher or lower.

Chairman—continued.

14,960. You take it for granted he is right?—I take it for granted he is right.

14,961. Will you explain about the reductions and abatements on your property?—That is when the rents are paid.

14,962. No; what reductions have you made. Has it been all increase of rent, or have you made any reductions?—There have been reductions.

14,963. Can you put in a statement of them?—No, I cannot, I am sorry to say.

14,964. You say you will explain what happened with regard to the readjusting of rent when the estate was bought. I think you have told us?—Yes, I have.

14,965. Then rent falling due in March is paid when?—It says on the statement in June.

14,966. And the rent falling due in September is paid at Christmas?—Yes, at Christmas.

14,967. What is the average size of your farms?—Some are 30 acres, and they run up to 150.

14,968. Is there any land going out of cultivation?—None.

14,969. And is there any reclaiming of waste land?—Yes, I have reclaimed a piece of waste land rather high up—1,000 feet above the level of the sea—and I have spent a good deal of money upon it, and it brings me in such a poor per-centage return that I should not be disposed to do the same again.

14,970. Who does the improvements on your estate?—I do every one of them, down to finding a gate when it is wanted. I have never known a tenant of mine really make a gate of his own and put it up.

14,971. About embanking the rivers; have you had anything to do in that respect?—Yes, I have, and I have done them as a matter of course at my own expense.

14,972. Do you preserve the shooting very strictly?—Not very strictly, I am not a sportsman myself. My friends shoot occasionally, but it is not very strictly preserved. I have done the best I could to get the tenants to clear off all the rabbits, but I find they will not do it. If they want a rabbit for their own table when special necessity occurs they get it then.

14,973. Have you gardens to all the cottages?—Yes, large gardens.

14,974. Is the result satisfactory. Do they cultivate them?—I have no market gardens. They are all pleasure gardens.

14,975. The gardens of the cottages?—The gardens of the cottages are not kept up at all to my satisfaction, nor do the tenants cultivate their gardens in the way I think they ought to do for their own profit and benefit. I never meet my tenants on any occasion without urging upon them the fact that they always ought to have for their family a dinner in their gardens, with cauliflower and onions, and other matters of that kind; but I think they get on very badly. There is not one of my tenants who really manages his garden as I think he ought to do in his own interest.

Chairman—continued.

14,976. What combination is there amongst the landlords of the district?—Not the slightest. I think we compete with each other rather actively.

14,977. Can you give us any information about the farming population. I suppose it is pretty much what has been told us in evidence before?—I think the farming population are pretty well off in my district. I come more intimately in contact with my labourers in my garden, and they are all well housed.

14,978. You have built a good many cottages?—Yes, I have built altogether on that estate 22 houses for labourers and farmers.

14,979. And is their condition pretty good?—Their condition is very good. I am particularly pleased with the way in which my labourers keep the new houses that I have built for them.

14,980. Can you express any opinion about the feeling between yourself and your tenants?—So far as I know it is very good. I have never had an application for a reduction of rent from any of my tenants. I have given them reductions when they have paid their rent, but I have never had anything like a general application to reduce rents.

14,981. What do you say about the desirability of legislative interference between landlord and tenant?—I think the chief want we have is to be let alone. Let us alone. If we must let tenants have our land for sixpence an acre, I am ready to do it, but I do not want legislative interference. It will be objectionable, I am sure to the tenant, and I believe objectionable to the landlord.

14,982. You are certain it will be objectionable to the tenant?—It depends of course upon what the legislation is; but speaking generally, I believe the State cannot interfere between a landlord and his tenant with advantage to the tenant or advantage to the landlord.

Lord *Kenyon.*

14,983. Have you any objection to saying what you paid for this estate?—Well, you know, I have been constantly making alterations and improvements upon it, and I believe that my outlay to-day is about 86,000*l.*

14,984. I mean the original sum you paid for it?—36,000*l.*

14,985. Could you tell me what the rent roll was when you bought this estate?—I do not know. I was told then, of course, the usual statement I dare say—but there was not very much in it—that all the tenants were very low rented, and that is the reason I asked Mr. Bell, as an expert, to go over this, and settle definitely the amount that was fair as between landlord and tenant.

14,986. Could you tell me what the rent roll is now. Have you any objection to do so. I do not want to press the question if you have any objection?—I cannot tell you exactly what the rent roll is, but I know the income to me is between 2½ and 3 per cent.—the net income, that is all I get, and it is the poorest investment I ever made in my life. I have made a great many investments; I never made anything so bad as this.

Lord *Kenyon*—continued.

14,987. Do you mean 2½ or 3 per cent. on the original purchase money or the money you have spent?—I mean on the money I have spent.

14,988. On the 86,000*l.* which you say you have spent?—Yes.

14,989. The statement yesterday that I took down was that all the farms had been raised with the exception of one. Do you traverse that statement?—Yes, that was not so. At least, I do not believe it.

14,990. What was the result of the valuation. Was it a net increase?—It was a slight net increase, but my own impression is that the increase did not amount to 50*l.* on the whole of the estate. I think I could put it less, but I feel sure it did not amount to more than 50*l.* on the whole estate.

14,991. The difference between you and the neighbouring landowners seems to be this, that the tenants do not seem to have stayed on your estate, and they seem to have done so on the neighbouring estates. Can you account for that. You seem to have been very unfortunate in keeping tenants on your estate who were there when you came. You only kept four tenants out of 25?—I do not think that was unfortunate. The tenants, all but one, left of their own accord, and they left very largely from having become security for their relatives and friends, which brought them into the bankruptcy court, and then of course they had to leave.

14,992. Is that the only reason you give for their leaving?—That is the only reason that I can give you, and I believe it is a correct reason.

14,993. They did not state to you that they found the rents too high?—They did not.

14,994. Do you look upon this estate which you bought some 20 years ago in the light of a commercial transaction?—That is done too much, I think. Land used not to be made a commercial transaction of as it is to-day, but Parliament has taken away all the amenities of the land, and it is a matter of bargain between the landlord and tenant as to what they shall get for their rent. I do not work it in that way, but I know it is worked in that way very much.

14,995. Will you kindly repeat that?—They look upon it as a commercial transaction, as a good and profitable investment.

14,996. You mean those who have bought their estates recently, I suppose?—Those that are buying them generally.

14,997. That would not refer to hereditary landlords?—Yes. Well, I regret that, I say, very much. I like very much the old guild spirit that I used to recollect, and I know its action upwards of 50 years ago, and I find nothing so good. A tenant then looked upon himself as being a member of the family of the landlord, and the landlord looked upon the tenant very much in the same way. All that thing has now died out.

Lord *Kenyon*—continued.

14,998. Then you would like a feeling of security among the tenants?—Yes, and friendly feeling between one and another and all working for the general good.

14,999. Do you think that exists on your estate now?—I do. I am not at variance with any one of my tenants, and I do not think they are angry with me for anything. I do not receive any complaints; that is the best criterion I can have.

15,000. What you complained of with regard to the tenants was that you found that they farmed badly?—They farmed badly, a great many of them farmed badly, and, as I say, I thought the land question was to be settled by landlords farming their own farms and employing tenants on the estate as officials.

Mr. *Richard Jones.*

15,001. You say that the State cannot interfere between the landlord and the tenant with advantage to the tenant?—No, I do not think it can. Of course, they may give our land to the tenant if they like; the State can do anything, but they cannot with any degree of justice benefit the position of the tenant.

15,002. Are you aware that in the Highlands of Scotland, in consequence of legislation, the rents have been reduced to the extent of 28 per cent.?—They would have been reduced without legislation. With regard to sheep farming on the hills of Scotland; sheep farming has not been profitable to those who have been induced to follow it of late, and whether legislation would come in or not, I think makes no difference. I think the rents would have been reduced, as they will be reduced here, and everywhere else, if we continue to receive the large amount of food stuff from abroad. We have so economised the cost of carriage; steamships now that work for 2 lbs. of coal per horse power per hour in my time cost 12 lbs. of coal per horse power per hour, and that is what has brought down the great value of farm stuff in this country.

15,003. Do you go so far as to deny that that reduction was not made in consequence of legislation?—I believe not. What would have been the case if we had not had legislation of course is guesswork, but I believe that the rents would have been reduced apart from any legislation at all.

15,004. Does it not strike you as extraordinary that such a large reduction should be made, and that coincident with legislation?—Oh, we shall have, if things continue, a very large reduction here, too. The amount I cannot say.

Mr. *Seebohm.*

15,005. May I ask whether you have experience of estates in other parts of England and Scotland?—I have a small estate in Leicestershire.

15,006. Comparing the character of the estate in Leicestershire and the character here, do you think the circumstances are very different?—Very different; at least the rentals are very different. What I get 1*l.* 5*s.* for or 1*l.* 6*s.* here, I get 1*l.* an acre more for in Leicestershire. That is due to several circumstances. They are nearer the market as a rule than we are here. But there is very much an emanation from the past in both one and the other.

Mr. *Seebohm*—continued.

15,007. Do you find any difference in the class of tenant? Would the Leicestershire man be a much more independent man and make his bargain more freely—make a free contract with you, and stick to it, and stand upon his own feet?—Yes, I think that is so, more than it is here. While the tenants are hardworking here they do not bring the amount of intelligence, I think, to bear on their farm that they do in Leicestershire.

15,008. Would you say that the farmers of Leicestershire remain in their farms in the same hereditary way that they have done here for generations?—Not so much. I do not find it anywhere. Take Lord Spencer's estate for instance, and that I used to know very well. Lord Spencer had hardly a tenant that had not been with him on the property for 200 or 300 years.

15,009. Where was that?—Lord Spencer in Northamptonshire. Now I believe very recently he has had a good deal of his property on his hands unlet.

15,010. And there is that great difference, is there not, that here, where a farm is to let, there are a great number of applicants even in these bad times?—Yes, there are a number of applicants. Some of them are not worth consideration, being without a penny in the world. Those we dismiss at once. When we want a tenant we look at a man's previous farm if we can, to see how he has managed it. Then we ascertain as well as we can what money he has, and if he has got sufficient money to manage the farm he has it as a matter of course.

15,011. You have been trying on your estate to introduce a rather better class of tenants?—That was my object. When I announced to my agent, Mr. Bell, that I would like to have all the farms which fairly fell out from death or any other cause, and that I would like to take it into my own hands, the object was, as I say, to do something towards the settlement of the land question, and, secondly, to get the estate into better farm arrangements.

15,012. So that they might be let?—So that they might be let with certainty of fair results to the tenant and fair results to the landlord.

15,013. Then does the result of your whole experiment lead you to suppose that a man, for instance, who had used his money in commercial transactions and who looked upon his purchase of land as a simple commercial transaction again, would find that he could not apply his commercial principles to land without making a great many allowances?—That is so, because I believe in the present condition of things a farmer works himself; now the landlord cannot work himself. He gets his wife to help him, and his family, and when he manages the estate with such a small amount of wages as that, he can fairly make both ends meet.

Mr. *Seebohm*—continued.

15,014. But if anyone who bought a large tract of land in this district, for instance, had applied strictly commercial principles to it, he would very soon find that he was quite on the wrong line?—I think as a money-making matter it would be so; as pleasure it might be very nice, but as a money-making matter it would not; indeed, I tell all my friends when they talk about buying land, "Well, you can buy it "as a matter of pleasure, but as to profit, give "up all notion of that."

15,015. But I meant that if you were to apply strictly commercial principles you would find that you were doing injustice to a small class of tenants who were not in a position to act upon strictly commercial principles?—That would follow.

Mr. *Grove.*

15,016. As to reclaiming the waste, your experiment in that direction does not, you say, encourage you to do anything more?—Not at all. I cannot get a return of 1 per cent. for my money.

15,017. Can you say what acreage you claimed and how much it cost you, just for our guidance?—I think it was about 80 acres which I am referring to now.

15,018. And the cost of it?—I cannot give you the exact cost now, but I could give you the result.

15,019. At any rate it gave you 1 per cent. on the outlay?—Well, about that. I would not like to say definitely; it might be 1½, but I feel sure it is not more than that.

15,020. Do we gather from you that fixity of tenure would be of no benefit to the tenant farmers?—Well, they would meet that. I have one tenant who has a long lease, at least a lease of, I think, 20 years or about that—I am not sure about the time, but he has a lease. Then I think I have always treated him fairly. When I have made a reduction of 10 per cent. to my ordinary tenants, I have made a reduction of 10 per cent. on his farm.

15,021. Although it is under lease?—Although it is under lease.

Professor *Rhŷs.*

15,022. I understood you to say that land which paid about 25*s.* an acre here would be worth that much?—Yes, a fair rental.

15,023. What sort of land would that be, by the way?—Mixed land.

15,024. Low land?—We have no permanent pasture hardly on my estate, except just about my house.

15,025. I understood you to say that that sort of land would command about 45*s.* in Leicestershire?—Yes, I say that would be about the relative amount of rental.

15,026. Is there much land in Leicestershire let at that rate per acre?—I think so. Yes, there is. It is the highest-rented county, or it was at one time; what it is now I do not know, but I speak of three or four years back, and then it was the highest-rented county in Great Britain.

15,027. You know Northamptonshire, too, I understood you?—Yes.

15,028. Would you say that that applied as much to Northamptonshire?—Not quite so readily.

15,029. I thought you were somewhat beyond the mark from what I know of Northamptonshire?—Yes, I dare say that is so.

15,030. You say that you seldom or never receive any complaints from the tenants?—Yes, that is so.

15,031. But they would make their complaints if they had any, I suppose, to Mr. Bell?—They would, but Mr. Bell would be certain to mention it to me.

15,032. Are the tenants mostly Welsh-speaking?—Yes, mostly.

15,033. Does Mr. Bell speak Welsh?—Yes, he knows Welsh. He does not know the language intimately, but he knows it sufficiently to talk to my tenants, or hear what they have to say.

15,034. He is not a native Welshman, I think?—No, he is a Scotchman. He has been in this country, I think, 35 or 40 years managing estates.

15,035. You think if there were any complaints they would reach you?—Yes.

Sir *John Llewelyn.*

15,036. In answer to Mr. Seebohm you put a different construction upon the question of letting to the highest bidder. I understood Councillor Roger Hughes to have said yesterday that Mr. Pochin let his land to the highest bidder?—No, never. See 14,

15,037. It is not to the highest bidder?—No. What we want first is a good farmer; secondly, we want a man who has got sufficient capital to manage his farm; and thirdly, we look to how he has managed the farm that he is then engaged upon, and all those elements must be satisfactory before we would accept him as a tenant.

15,038. Then you deny the statement that you let it to the highest bidder because he is the highest bidder?—Oh, totally.

15,039. He also said it was the rule that you required one or two sureties. Is that so, when you take the tenant?—Oh, that is very rarely the case. I dare say it has been so when we have had reason to believe that a man is impecunious. We say, "Well, you know, you "cannot have this farm unless you can give us "some security."

15,040. Can you tell me what interest for his capital a tenant would look for in farming his land?—I do not know. Farmers are very bad book-keepers.

15,041. You, the landlord, do not get much more than 3 per cent.?—I do not get 3 per cent. from my estate.

Chairman.

15,042. One question I have to trouble you with, which is put by Colonel West: "Do you "mean to say that land is dealt with com- "mercially on any large estate in North "Wales"?—I do not quite know what the question means.

15,043. Do you mean to say that all the large landowners in North Wales deal in the same spirit which you have described with their tenants; I think that is the question?—Not many, because I do not think they can. I do not think if a tenant is a very bad tenant that they like to turn him out, because they know the cost to them of having the land on their hands would be 8*l.* or 9*l.* an acre, and then if he dismissed the man who farmed a 1,000 acres he would have 8,000*l.* to find, which is not convenient to a good many of us.

Chairman—continued.

15,044. As far as I understand you, you say they do not deal commercially with their tenants, for this reason, that if there was a large farm suddenly thrown up, it would be inconvenient to them to stock and to farm it themselves?—It would be impossible in many cases.

15,045. And that is the reason, in your opinion, why large landowners do not deal commercially with their tenants?—Yes, I think that is the one reason—the great reason.

15,046. That is the great reason, in your opinion?—Yes, in my opinion.

Mr. Hugh Owen called and examined.

Chairman.

15,047. You want to give evidence respecting a portion of the estate in the Vale of Conway that lately belonged to Sir Richard Bulkeley. Was that the portion that Sir Richard sold?—It has been sold.

15,048. Before we go to that, I will ask, do you farm your own land?—A little.

15,049. You are a freeholder?—I am a small freeholder now.

15,050. Of how many acres?—14 acres.

15,051. Did you buy it yourself?—I did, my Lord.

15,052. And it is a portion of Sir Richard's estate?—No, it belonged to General Owen Williams, of Craig y don.

15,053. Are you prepared to tell us what you paid for your holding?—It cost me through everything nearly 900*l.*

15,054. What—14 acres of land?—Yes.

Lord *Kenyon.*

15,055. Purchase money?—The expenses and everything.

15,056. May I ask you what do you mean by "the expenses"? Does that include improvements or anything?—No.

15,057. Simply lawyer's expenses?—Lawyer's expenses, and the loss of my own time.

Mr. *Brynmor Jones.*

15,058. What is the amount of money put in the conveyance to you?

Professor *Rhŷs.*

15,059. In buying the land?—Well I cannot tell you exactly at this moment. I bought it twice.

Chairman.

15,060. At auction?—Yes.

15,061. You bought one portion first, and then another portion?—Yes.

15,062. So many acres first, and then the other part?—Yes.

Chairman—continued.

15,063. Kindly tell us a little about the estate that you referred to, belonging to Sir Richard Bulkeley?—When I was a boy, about 45 or 50 years ago, there were 15 farms in that neighbourhood.

Mr. *Seebohm.*

15,064. Was that Anglesey or Carnarvon?—In Carnarvonshire, in the Vale of Conway. About that time those 15 farms were made into 7. On the 15 farms there lived 19 tenants. At a farm called Llwydfan Isa there were two tenants, joint tenants living in the same place in two houses, I expect, and they were relations carrying on the farm, each dividing his share of labour on the farm. At another place, Tremorfa, they did the same, and at another place called Erianws there were two, and at another place called Maes, there were two, and that made 19 families, and 19 families lost their homes, except seven.

Professor *Rhŷs.*

15,065. Except seven families, or seven persons?—Seven families.

Chairman.

15,066. Then 12 families had to turn out?—Yes, it caused a great deal of trouble to the families, and through the country at the time. It was considered very hard treatment to do so. A cousin of mine, a cattle-dealer, tenant of Tandderwen——

15,067. That being one of the seven farms?—Yes, later on.

15,068. What date was that?—I cannot remember exactly the date, but it was many years ago now.

15,069. About 40 years ago?—Not 40. It would be, I dare say, 30 perhaps—thereabouts, or it may be a little longer. This was made up of two farms, Ty Canol and Tandderwen. He

Chairman—continued.

spent on that farm, he told me himself, over 600*l.* in improving it, pulling down old hedges—zig-zag broad hedges—and making straight new ones instead, and he cultivated the farm well and cleaned it thoroughly, laid it down with good seed, and after that used it as a grazing land, and he used to feed cattle, and consumed a great quantity of Indian meal and oil cake, and so forth. When he was doing this he had his rent raised on two occasions.

15,070. You have not got his original rent, have you?—I have not got the rent at all. I cannot remember. I speak from memory—from what he told me of these facts.

15,071. His rent was raised twice?—His rent was raised twice. This land was sold by auction.

15,072. In what year?—Well, I cannot say. It is only about four or five years ago.

15,073. That is a portion of the estate that was sold by Sir Richard?—The whole of the estate was sold at that time.

15,074. This farm was sold with the estate about five years ago?—About that time my cousin, the tenant, died. The farm was 72 acres, and it was bought by Mr. Hughes, of Llanfairfechan, for 4,150*l.* There is no doubt that that farm, on account of the improvements which had been done, and the good condition it was in—it being, no doubt, the best in the Vale of Conway—reached from 500*l.* to 600*l.* more on that account, and nobody received a farthing of compensation.

15,075. Did your cousin's family go on with the farm, or did they go out of it?—No, only just at the time he was under notice to quit, I believe. He then died, and the place was sold, and the trustees farmed their term out after him.

15,076. The vendors gave him notice to quit?—Yes, I believe so.

Lord *Kenyon.*

15,077. On account of its being put up for sale, I suppose?—Yes.

Chairman.

15,078. And when he died the farm was sold, and his family were not kept on as tenants?—No.

Lord *Kenyon.*

15,079. I did not understand when your cousin took his farm. How long did he have it?—I cannot say exactly the time. It would be 25 or 30 years ago. No doubt other tenants whose farms had been sold lost something in this way, but I cannot enter into that. He was, no doubt, the best farmer of the lot.

Chairman.

15,080. You did not hear of any of the other tenants receiving any compensation?—No.

15,081. Would you have known if they did?—I believe so.

Chairman—continued.

15,082. You would have heard of it, probably?—Yes, no doubt I should have done.

15,083. Have you anything to say about the nature of farming on the Voelas estate?—Yes. See g rally, 13,69 13,93

15,084. That is Colonel Wynne Finch's?—Yes.

15,085. What do you know about that?—I went up to Voelas Hall in the year 1865, to be foreman of carpenters and of labourers when the hall was rebuilt. I was there four years as foreman. After that was finished I went away from that neighbourhood for four years, when I returned to take the management of the buildings on the estate of Colonel Wynne Finch, or at least it was his father's estate when I came the second time in 1874.

15,086. What were you then when you came back in 1874?—I was to take charge of the building on the Voelas estate.

Lord *Kenyon.*

15,087. What you call clerk of the works, I suppose?—Well, I did act as an architect, and superintend the work and see it was carried out both on the estate and at the Hall, and soon after I got there Charles Wynne Finch died.

Chairman.

15,088. That was the father of the present tenant?—The father. Directly after I got there this one succeeded him. Colonel Wynne Finch was in the Army at the time. That neighbourhood is mountainous country, and is very much exposed. Most of the fences are walls and turf. A great deal of the land is marshy or boggy, and other parts are very thin and poor. They only grow barley and oats; they grow very little barley, and that only for their own consumption. I consider that a great improvement might be made on this estate by drainage. I ought perhaps to have said that I think Colonel Wynne Finch said yesterday that the number of holdings on that estate was about 60, if I recollect right, and I may say that during the 12 years' time I was in his service I had work done in about 40 of these.

Lord *Kenyon.*

15,089. Forty holdings?—Forty farm premises.

15,090. Out of the 60?—Yes, and I might say that this present landlord's father did very little on the estate in the way of building or any other improvements. His father again, took upon himself to alter the Hall, and he did but very little on the estate. When this present landlord got the estate it was in a very wretched condition throughout, except a very few places. You heard what he spent, and you heard that he had the estate re-valued about 20 years ago, he said. See 13,

15,091. Yes, 1870 he said?—That was done before he came by his land agent, Mr. Trethewy,

Lord *Kenyon*—continued.

who was an Englishman. In that re-valuation he said that some had reductions in their rents. Very few had it. I know of only one; it may be that there are two or three, but I know one had his rent reduced 10*l.*, and that was one of his largest tenants, the tenant of a farm called Hafodymaidd. I may say that in going about there I had such a practice of going over the land, walking almost in every direction through it, that I had a chance of knowing well what the land was, and as I myself had been a ploughboy at one time, I took more notice of farming generally. My friends were farmers too, and so I used to take notice. I felt very much at the time that it was a pity the agent did not speak Welsh. He was a clever man and a very agreeable man in many respects, but I was very sorry that he was not able to converse with the inhabitants in their own tongue, as there were very few of them who could understand English, and others spoke very poor English, and very often I had to interpret between them as well as I could.

Mr. *Seebohm.*

15,092. Do you mean Mr. Trethewy when he re-valued?—Yes.

Sir *John Llewelyn.*

15,093. The agent and valuer?—The agent and valuer. He was the valuer himself, I believe. I remember being on this farm, which had just been reduced in rent 10*l.*, with Mr. Trethewy, the agent, and the farmer, and when we were out on one of his fields he pointed out a boundary wall to him between him and his neighbour—a neighbouring landlord, it was another estate—to a large wall that he had built. I should have stated before, perhaps, that we had his barn re-roofed and re-slated, and portions of the walls repaired and new pigstyes built in, which he wanted very badly. After that was done, the 10*l.* reduction was put on again, and when I was with Mr. Trethewy and the tenant on one of the fields, the tenant, as well as he could—he was not a good English speaker—pointed to this wall he had built, the boundary wall, and which he had stopped building. The tenant said to him, "I intended to build that wall right down "to the road," and a great distance it was, "but," he said, "when you raised my rent it "disheartened me, and I could not afford to do "it, and I was obliged to give it up; and there "it is still." I thought that was very hard. That man had built I do not know how much; perhaps I should be wrong in saying he had built miles of walls with stone which he had got up from the ground. He was an excellent man, and had made great improvements in that way. I thought to myself if that man had been given a present, or some acknowledgment to encourage him in his work, instead of raising his rent, things would have been very different. I might say as to other buildings which were made, that

Sir *John Llewelyn*—continued.

Colonel Finch did not tell you yesterday how his rents were increased after buildings had been erected when he was the landlord. Almost the whole of the farm premises which were repaired and rebuilt, or built anew, had their rents raised.

Lord *Kenyon.*

15,094. Colonel Wynne Finch said that on the valuation the rents were raised on the whole?—Did he? I am afraid I did not hear it.

15,095. He said so in his evidence, and he has handed in a statement as to his rents. I only draw your attention to that. I did not want to interrupt you?—Yes, the buildings were in a wretched state. I remember going into one farmhouse in Pentre Voelas. It was a thatched place, and when I was standing by the front door, the only door it had to go in, the eaves were no higher than my head, and there was a loft over that building under the thatched roof, and to prevent that coming down they put props here and there inside the house as columns to keep the thing up, and so it had been for years. It was only on a poor farm—it is very poor—consisting of a great deal of waste land and thin land; and there were living there a widow, three sons, and two daughters, all at home doing their best, and it was a very hard living. I do not think anybody could have had harder fare than they had. I might make several remarks on other farms as well, and I consider myself that the rents were very uneven according to the land, and with regard to Mr. Trethewy, who was an Englishman, though he was a fair man, so far as he could get at things—I have no fault whatever to find with him—I always thought that if he could understand Welsh thoroughly, and be more amongst the tenants, and if he could see to their grievances, &c., that it would be always easier to approach him, and I thought this was a great drawback on that estate. They were encouraged by giving the pipes. Some of the tenants asked for pipes to drain the land, and they had them, provided that they should do the drainage according to the directions of the agent, and so they used to do it. Very few availed themselves of it at first. It was almost quite a new thing in the country; very little drainage had been done in that way, which was really necessary, as on many parts of our farm they could not take a cart in without getting fast there; and in 1884, if I remember right, they stopped giving pipes—anyhow, I do not know what they are doing at present. If they had been encouraged with the draining at first, you would find one farmer taking an example from the other, and the first would not like the other farmer to be a better farmer than him. If that had been kept on and encouraged in that way when things were better in the market than they are at the present day, I think the state of the farmers to-day would be far better. I have no doubt the land there can be made to produce one-fourth more than it does at present.

Chairman.

15,096. Do you want to say anything about game; do you know anything about game?—Yes.

15,097. Will you just shortly tell us what you think about game, and if you think there is too much game anywhere that you know of?—In one part of the estate—in the middle part of it, near the keeper's house and the hall, where the most depredations, and the farmers' land there suffered most, except those round the border of the mountain. At the present time they suffer a great deal from grouse. Farmers, when the harvest is late, suffer a great deal of loss in that way, and those suffer in the middle of the estate more; and, of course, the keeper is always considered the best, who can best stock his land with game. He had good keepers there for that, which is as much as to say at once that a good keeper means something bad for a tenant-farmer. And again, the way they destroy the vermin and cats, which kept many things down; that causes a deal of injury to the tenant-farmer. A tenant farmer, when he has no cats, cannot tell the loss he gets in his barn, in his stack-yard, in his stable, in his pigstyes and everywhere.

15,098. With regard to outbuildings; have you anything to say about that?—I think they are now in a pretty good state of repair as a whole; but the complaint in that neighbourhood is that they are short almost everywhere. Everywhere they want to go on with more buildings: being such a bleak place they require more, and I think if they had more it would be a great advantage.

Sir *John Llewelyn.*

15,099. You gave an account of your cousin's difficulties in leaving the land when it was sold. Did he hold under an agreement?—I believe he did.

See 15,066,

15,100. Did that agreement give him no claim for compensation?—He said it did not.

15,101. Did he make any application to the landlord at the time?—I do not think he did,—not to my knowledge.

15,102. When you were superintendent of the repairs upon Colonel Finch's estate, Mr. Trethewy was the agent, I understand. You say that he was a clever man?—Yes.

15,103. Do you think that he did substantial justice?—I believe as far as his knowledge went, that what he could put an end to, as far as his years and experience went, he did,—as far as it was within his power; but he always dealt harshly with them.

15,104. With regard to the instance you gave of a widow with three sons and two daughters living in a thatched cottage, was that one of the houses that you superintended the repairs of?—Yes.

15,105. How long ago was that? Was that in 1874?—It was after 1874.

15,106. I thought 1874 was the year you went back again?—Yes.

Sir *John Llewelyn*—continued.

15,107. How long after that?—About five or six after that.

15,108. Would you put it about 1885, 1886, or 1887?—Somewhere about 1880.

15,109. Several years ago?—Yes.

15,110. Were they evicted from their holding?—No.

15,111. What was the complaint then? You mean that the complaint was, that the house had been allowed to get into such a state of disrepair?—Yes, and that the rent was raised after rebuilding.

15,112. The rent was raised after rebuilding?—Yes, on such a poor farm.

15,113. To what extent?—I believe, as far as my memory supplies me, about 7*l.* I may be wrong; I am not certain of that.

15,114. Would that be in respect of the new buildings?—Yes.

15,115. They remained on as tenants?—Yes.

15,116. You say you began as a ploughboy?—Yes.

15,117. You will pardon me for saying, you look in very good circumstances now?—Well, I am not in bad circumstances, I am happy to say.

15,118. You present an extremely good appearance?—I do not think I have to thank anybody but myself for it.

15,119. You thought land was a good investment; you wanted land for yourself?—I wanted a place for myself to settle down.

15,120. And you were a purchaser at the sale?—Yes.

15,121. Was that five or six years ago?—It was in 1884.

15,122. Have you had then much connexion with the land since those days when you were superintendent upon the estate?—Since when.

15,123. Since those days. Have you been there ever since?—I had land when I was upon the estate during my engagement.

15,124. So much salary with a house, and land for cow, rent free?—I had other land which I paid rent for; it was in all, 17 acres of land.

15,125. That is just what I want to know. You have been an occupier of land?—Yes.

15,126. Were you on that estate for any length of time?—I was there 12 years, at first I was there four, during the rebuilding of the hall.

15,127. Sixteen years in all?—16 years in all.

15,128. Are you living down in this neighbourhood now?—I live in this neighbourhood now, within two miles of this town.

15,129. Holding other land besides your own freehold?—No.

15,130. Only your own freehold?—Yes.

Professor *Rhŷs.*

15,131. How long is it since your connexion with Colonel Wynne Finch's estate—the Voelas estate has ceased? How long is it since you

Professor *Rhŷs*—continued.

have ceased to have any intimate acquaintance with the estate?—It was in 1886 I left.

15,132. You do not know whether there has been much rebuilding of farmhouses on the estate since?—I do not know much about it since I left.

15,133. What I wanted to ask you was about the accommodation at the farmhouses. Where were the servant-men housed?—Well, generally they were boarded in the kitchens, had their meals in the kitchens, and mostly slept out in a hayloft, I mean a stable-loft outside. Most of them did so.

15,134. What did you think of that accommodation?—Well, it is not fair nor good for that class of people to be treated in that way.

15,135. Was there room for them to sit in the evenings in the kitchen?—Not always very comfortable. They could not afford to give them a candle.

15,136. Could not afford to give them light?—Well, they would not, I mean, not in long winter evenings.

15,137. They would not give them light there?—They would grumble if they were burning their master's candles.

15,138. In fact they did not expect them to spend the evenings in the kitchen, did they? They did not encourage them to stay there?—No, they were not encouraged. I believe years ago, a long time before I went to that neighbourhood, that farm servants, some of them, used to knit in the evenings. That was a very long time ago.

15,139. They sat with the family?—The servant girls were obliged to knit hard every evening. It was given to the servant girls as a task to knit a stocking in the evening.

15,140. And then the servant-men would sit in the kitchen with them in those days?—Very often they would ramble about somewhere.

15,141. I was coming to that. If they could not sit in the kitchen, there was no accommodation in the loft excepting just for sleeping?—Oh, no, there was not.

15,142. Where did they spend their evenings as a rule?—I cannot tell you—rambling about very often with each other. That is the only chance farmers' servants had to see each other.

15,143. To see each other?—Yes, to see their friends. Some of them would go to see their parents in different places

15,144. And some to see somebody else?—And some to see somebody else; of course they require that.

15,145. We have heard that that led in some neighbourhoods to considerable evil?—No doubt it did so there.

15,146. It did there, you think?—Yes, I believe so.

15,147. Do you think the accommodation is so far improved as to tend to lessen that evil now?—Well, I do not think as far as the accommodation has improved that it will tend to improve that.

15,148. You do not?—I do not.

Mr. *Grove.*

15,149. Is it usual now for the servant-men to sleep in those lofts over the stables, as they did many years ago?—Yes.

15,150. Are those lofts warmed in any way in the winter-time?—Well, some are warm and others are very cold.

15,151 If they are not warmed it must be very cold in the depth of winter?—Yes, especially up in that country.

15,152. I want to know whether they are artificially warmed in any way in the depth of winter?—No, not the sleeping place.

Mr. *Seebohm.*

15,153. You stated, I think, that on Sir Richard Bulkeley's estate 12 farming families had to leave when the consolidation took place?—Yes.

15,154. What became of them?—Well, I cannot recollect, or tell you exactly.

15,155. I do not mean individually; but do you think they emigrated?—No, I do not think anybody emigrated to a foreign country.

15,156. Not to America?—Not to America or to any other place; but they shift as well as they can in their places.

15,157. Was there some emigration to America 30 or 40 years ago?—Oh, yes.

15,158. Tell me when it was, and why it was?—I cannot tell you much about that, but I can remember parties leaving when I was a boy in that neighbourhood.

15,159. Farmers?—Farmers.

15,160. Not many?—No, not many.

15,161. Do you think it took place where there is this sort of consolidation in a mountain valley?—No, I do not think so. I think it only occasionally took place.

15,162. Not wholesale?—No, not to my knowledge.

16,163. And of late years, has there been more or less emigration to America or elsewhere?—Well, I do not think there is a very great deal of difference especially from the farming districts.

15,164. I suppose the fact of the existence of slate quarries and mines, and that kind of thing in North Wales opens a channel for employment apart from farming, and prevents emigration?—Yes, as well as the improved farming here; and another thing (which I believe is now the backbone of agriculture in these districts) is the presence of visitors along the coast here.

15,165. Tourists?—Yes. The farmers can sell their produce, such as cattle, sheep, eggs, poultry, and so forth. They can get a market for it, and they can get good prices; and if it was not for that, I do not know what would become of them. Besides that, there are a great many workmen employed in building all along the coast, which, of course, is a great help to this part of the country.

15,166. So you would say the other sons who were not likely to succeed to the family holding

Mr. *Seebohm*—continued.

have sufficient access to other employments in Wales itself, so as not to make it necessary for them to emigrate largely to America or elsewhere?—Well, I cannot tell you exactly about that.

15,167. How long was Mr. Trethewy agent on the Voelas estate?—Well, I fancy he was about 20 years.

15,168. And is he still agent?—He is not.

Mr. *Richard Jones.*

15,169. You say that on the one estate, the first estate, two families managed a farm jointly. Does that system prevail now in this neighbourhood?—No, not to my knowledge.

15,170. Did it work satisfactorily?—Yes. There were two of those parties that did well. They were relations, and they lived peaceably together and managed well.

15,171. But generally speaking would you recommend it?—Not at all.

15,172. You say that your cousin lost 500*l.* or 600*l.* owing to the improvements he had made on that farm, which he did not recover?—Yes.

15,173. Could he not recover that sum, either by the agreement with his landlord or by custom of the country?—He told me himself that he was afraid he would not get anything; but just at that time he died when the farm was sold. He was in bad health for years.

15,174. Was there no table for compensation in the agreement?—No, I do not believe there was, according to what he told me about the agreement.

15,175. Do you not think he was at fault in going to such an expense without ample protection with regard to compensation?—Yes, of course, it was a fault on his part to do so, but he and Sir Richard were great friends, and they did business in other respects with each other. Sir Richard is dead, but of course he was not there at the time of the sale. It was the present Sir Richard who sold it; but it was his grandfather that let him the farm.

15,176. Do farmers generally in this neighbourhood improve their farms relying entirely on their confidence in their landlords?—Well, they do a little—not very much. I think great improvements might be done on land about here, but now most of the estates in this neighbourhood have been sold.

15,177. Are the provisions of the Agricultural Holdings Act in operation here?—No. In those estates that have not been sold, I do not think that they do anything with. They contract themselves out of that Act altogether.

15,178. But they cannot contract themselves out of it?—Well, there is something done, I do not know what it was or how it was. I do not know of any instance where anybody took an advantage of that Act whatever.

Mr. *Brynmor Jones.*

15,179. Your cousin died five years ago I think you said?—Yes.

15,180. The Agricultural Holdings Act was in operation then?—Yes, it was.

Mr. *Brynmor Jones*—continued.

15,181. Have you made any inquiries why the executors or administrators did not make the claim two months before the year ended, under the Act?—No. There was no claim made.

15,182. How long have these families you are referring to 45 years ago been on the same holding?—They used to be for ages at that time. My father was born on a small farm belonging to Lord Newborough, within two miles of this town on the side of the Conway river, and his grandfather was there before him, I do not know how long before then, and my cousin was the last tenant of the farm. After his death, I applied for the farm as a tenant, and on Lord Newborough's estate it was the custom for some of the friends of the deceased to have the farms after, and only another relative of the deceased and I applied for the farm. I went to the agent—the present Hon. Frederick Wynne's agent—and he told me there was another applicant, and that the best thing we could do was to decide which of us should withdraw. The other applicant came to me, and he was not willing to withdraw, nor would I so we left the matter in the hands of the agent for the time. My cousin did not live on the farm then. He had let the house and he used the land as accommodation land. He treated that very much similar to the other farm I referred to. However, because I was a Liberal, I was refused as tenant of that farm.

15,183. This district, the Vale of Conway, is still very Welsh, is it not?—Yes, it is rather Welsh, I consider.

Lord *Kenyon.*

15,184. I think I heard you say that you thought farming might be improved in the district, is that so?—Yes, in the upper district of the Conway, by drainage and carting lime, although it is very far to cart lime to that neighbourhood, and is very expensive; but it pays well to do it.

15,185. In the holdings you spoke of that were consolidated, was it on account of the buildings falling into disrepair?—I did not know what Sir Richard's object was.

15,186. Were the houses pulled down?—Yes, many of them. There is no trace of them at the present day, and on two of those farms, Gwiwan and Bachlaw, there were five cottages. There were five cottages called—one Tyddyn Isa, two under the name of Caerllwyn, another called Gwiwan bach, and another called Bachlaw bach, and there is no trace of any of them, nor any of the other farms. I know where they were.

15,187. I want to see whether it was owing to want of capital. The houses were not rebuilt, or anything of that sort?—No, I cannot say anything about that.

15,188. It does not signify. Do you think Sir Richard lost any money in consequence of bad farming, and that they sold lower in

Lord *Kenyon*—continued.

consequence? You stated your cousin's instance where it was sold, I see, in consequence of good farming. Do you think there were any instances in which he lost money by bad farming?—I could not tell that.

15,189. You have stated that you were foreman of Colonel Wynne Finch for some time. Do you think he received any return for the money he spent on his farms beyond improving the holdings and being on better terms with his tenants?—No, I do not think so.

15,190. You say he raised the rents at one time?—He raised the rents.

15,191. But we are told the rents have come back to what they originally were?—I do not know.

15,192. I suppose the value of the buildings is not exhausted yet?—I do not know.

15,193. Have you ever occupied a farm near a grouse preserve where the grouse do not do any harm?—No.

15,194. I mean you do not speak from your experience of damage done by the grouse?—I think so myself.

15,195. You think so yourself?—Yes; scores of times I have seen them coming on the corn.

15,196. The harvest must have been very late?—Oh, no. They come down very late. They are on the stubbles at the present time.

15,197. They would not do any harm to the stubbles?—No; but if it was a bad season and the harvest was late and the corn was standing, they would do a great deal of damage; and they are so tame that when they are carrying the corn they feed on it close to the cart before it is loaded.

Chairman.

15,198. There is a question by Mr. Vincent. "I believe it is the fact that, in cutting down "expenses, Colonel Wynne Finch has ceased "to employ a permanent carpenter. Is that "so?"—That was his excuse to me. When I was leaving, I complained that I had given him the best of my time for a trifle.

15,199. I do not think we need go into that; but he does not employ a permanent carpenter?—No.

15,200. Then Mr. Vincent puts another question—"With regard to the precise figures "which resulted from his revaluation of 1870, "I suppose you would admit that Colonel "Wynne Finch is more likely to be accurate "than you are?—Yes.

15,201. That is your admission?—Yes.

15,202. Mr. Vincent puts this further question—"Do you say seriously that grouse do any harm "except in very severe weather if corn is very "late out?"—No, not very much harm, only when the seasons are late. They will do no harm whatever this year.

Sir *John Llewelyn.*

15,203. You were going on to say a good deal about drainage. Do you know the Agricultural Holdings Act?—No, I do not.

15,204. Because that has a special schedule all to itself with regard to drainage. Would it not be a very good thing if the Agricultural Holdings Act was printed in Welsh?—I think it would, and distributed amongst the farmers generally.

The witness withdrew.

Mr. John Jones called and examined through an interpreter.

Chairman.

15,205. You wish to speak as to the desirability of having security for compensation. Is that so?—Yes.

15,206. Are you a tenant farmer?—Yes.

15,207. Who is your landlord?—Mr. Humphrey Ellis, Tai'r Meibion.

15,208. Is Mr. Humphrey Ellis a large or small landowner?—A small landowner. He bought two farms, and I occupied one.

15,209. What do you think is necessary for the security of compensation to tenant farmers?—Security for tenure would be one great part.

15,210. And are you in favour of a Land Court?—Yes, indeed.

Lord *Kenyon.*

15,211. Have you any complaint to make against your present landlord?—I have no complaint beyond that he lets the game, and that the rent of the farm is very high taking into consideration the state of things.

15,212. Have you asked for an abatement?—He does give an abatement of 2*s.* in the pound.

Mr. *Seebohm.*

15,212*a*. You live near Aber?—I live near Roe Wen, just here—about three miles from this place.

Lord *Kenyon.*

15,213. What is the size of this farm?—45 acres.

Mr. *Richard Jones.*

15,214. Do you make use of your right to shoot or kill the rabbits and hares?—Yes, I give permission to a man living near us to kill the rabbits.

Chairman.

15,215. Mr. Owen Wynne asks, "Is not your "landlord a tenant farmer himself"?—Yes.

15,216. "And a Nonconformist"?—I believe he is.

15,217. Have you anything more to say?—I have a complaint with regard to the previous farm I occupied.

Chairman—continued.

15,218. When did you hold that?—My father had been there 50 years, and it is about three years since I left that farm.

15,219. What happened on your leaving?—The executors of Mr. Joseph Evans sold the place.

15,220. Mr. Joseph Evans died, and the executors sold the farm. Did you get any compensation?—No.

Sir *John Llewelyn.*

15,221. What is the name of the place?—Ty Ucha.

Chairman.

15,222. Did you put in any claim for improvements that you had made?—Yes.

15,223. How much compensation did you claim?—I did not claim any particular sum.

15,224. Were you given notice to quit?—Yes. As they were going to sell, I got a notice to quit.

15,225. And you left?—Yes, and went to where I am now.

15,226. You asked for compensation?—Yes.

15,227. And got nothing?—No; the agent said that he could get nothing from the trustees; he said that he was very sorry for me, but if he started with me he did not know where it would end.

The witness withdrew.

Mr. Thomas Hughes called and examined through an interpreter.

Chairman.

15,228. Will you give your evidence in Welsh or in English?—In Welsh.

15,229. Are you a tenant farmer?—Yes. My brother and I are co-tenants.

15,230. On whose estate?—Benarth Hall, Conway.

Lord *Kenyon.*

15,231. Under whom?—Mrs. Edwards, the wife of the late Dr. Edwards.

Chairman.

15,232. Is she a large landowner?—No, it is a small estate.

15,233. How many farms?—Four or five.

15,234. How large is your farm?—38 acres.

15,235. What do you pay for it?—43*l.* 14*s.* 0*d.*

15,236. Do you think that rent too high?—Yes.

15,237. Has it ever been raised?—Yes.

15,238. How many times?—My father paid 11 guineas, and my grandfather, too. I have the receipts (*handing them in*).

15,239. How many years ago is that?—There is a receipt dated 1803 there.

15,240. When was it raised from 11 guineas?—After my father's death.

15,241. When did he die?—In December, 23 years ago.

15,242. Do you consider the rent has been raised on your improvements?—Yes, all our buildings were thatched.

15,243. What condition is it in now?—My father built a house which cost him 200*l.*, and built a stable and other buildings, too.

15,244. At what do you estimate the whole cost of buildings?—The house was 200*l.*; I cannot speak as to the other buildings.

15,245. About 300*l.* would you say?—Yes, certainly 300*l.*, but Sir Richard Bulkeley was the landlord then.

Chairman—continued.

15,246. Are you in favour of a Land Court?—Yes.

Mr. *Seebohm.*

15,247. Were those buildings which cost 300*l.* entirely built out of the tenants' money?—Yes, my father built them.

Mr. *Richard Jones.*

15,248. Was the rent advanced at a valuation?—No.

Professor *Rhŷs.*

15,249. Was there any re-valuing?—Only the steward valued it.

Mr. *Richard Jones.*

15,250. Were there any buildings erected on the place by the landlord?—No; he raised one corner of a cowhouse, and he wanted us to share the cost with him, but we refused to do so.

Professor *Rhŷs.*

15,251. Is that all you mean? Do you mean that it was never finished?—No; they finished it, and we put the roof on.

15,252. Thatched it?—A zinc roof on the straw.

Mr. *Richard Jones.*

15,253. What was the part that the landlord did?—He raised two corners of the cowhouse—the mason's work.

15,254. Do you consider that the rent was advanced from eleven guineas to 43*l.* 14*s.* 0*d.* in consequence of that repair?—It had been raised before that.

15,255. Was it raised all at once or by degrees?—It was raised to 55*l.* to start with, and

Mr. *Richard Jones*—continued.

then we were going away, and he reduced the rent by 5*l.*

Lord *Kenyon.*

15,256. Is that an upland farm?—Yes, it is an upland farm.

Lord *Kenyon*—continued.

15,257. How far from the market town?—A mile from here.

15,258. Would not the increase of Llandudno account for the raising of the rent?—No.

15,259. Have you not a better market for your produce now than they used to have in 1803?—Well, I do not remember that year.

The witness withdrew.

Mr. John Jones called and examined through an interpreter.

Chairman.

15,260. Is this your statement (*indicating*)?—I cannot write.

15,261. But is that your evidence?—Yes, that is my evidence which was written at my request.

[The following statement of the witness was read by the Interpreter.]

"Mr. John Jones, Shop, Mochdre, near Conway.

"I formerly held a farm named Penhower, near Bangor, on Lord Penrhyn's estate. The incidents I wish to relate occurred in 1875–6.

"One morning I was proceeding through the cornyard of one of my fields; there was a heap of swedes in the cornyard, and an old cartwheel lying on the swedes, and there I noticed a dead hare, which, on looking more closely, I found secured in a snare fastened to the old wheel. I took the hare from the snare and threw it close up to the adjoining fence, and the very moment I did this two of the gamekeepers came upon me and accused me of having set the snare. I told them I knew nothing whatsoever about it. My servants were called, and one of them admitted that it was he that had set the snare.

"Soon after this I received a note summoning me to the Estate Office, and I went, when I received a notice to quit my farm. Some time after this, the sub-agent came to my place (Penhower) and asked if I had begged Lord Penrhyn's pardon. I asked him, 'Pardon, for what?' and he replied, 'For the offence with regard to the hare.' I told him I could not beg for pardon for an offence of which I was not guilty, and I added, 'Tell Lord Penrhyn that he 'cannot drive me to starvation.'

"In the following summer I sent to the Estate office to ask if they would send two valuers of their own, to act with two other valuers I had selected, to assess the damage done by the game in that season's crops, but no attention was paid to my request. I sent my two valuers at a proper time to assess the damage, instructing them not to make the valuation a high one, as I preferred that their valuation should be made rather under than over a fair estimate. They assessed the damage at 119*l.* 10*s.* 0*d.*, and I sent my claim for that amount to the Estate Office, and the reply that I received was that I would not receive any compensation. I feel sure that my loss from the damage of the game amounted to a somewhat similar amount for each of the eight years during which I held the farm.

"When the notice to quit matured I had to leave without having any definite idea where to go to—with a wife and 13 children, the eldest being about 18 years of age, and the youngest two years old."

Chairman—continued.

15,262. You say you lost about 120*l.* a year over the game?—No, I did not say that—it was the year I left there.

15,263. The game did you 120*l.* worth of damage, as well as what you claimed for compensation?—Yes.

15,264. Do you mean by 119*l.* 10*s.* the damage done by the game alone in one year?—Yes, that was the valuation of the two farmers of the damage done by game alone during that year.

15,265. Then you also say that it was much the same every year you were there. You estimate the loss at 120*l.* a year for eight years from the game?—No, excepting the year when the damage was assessed.

15,266. You claimed 119*l.* 10*s.* for compensation?—I sent a bill down to the office.

15,267. And besides that you think you lost 119*l.* 10*s.* from the ravages done by the game?—That was the valuation of the two farmers.

Professor *Rhŷs.*

15,268. What is the acreage of your farm?—100 acres.

15,269. And what sort of land is that 100 acres mostly?—It is corn land.

Mr. *Richard Jones.*

Are you referring to the farm he occupies at present, or the farm he held under Lord Penrhyn?

Professor *Rhŷs.*

I am referring to the farm on which the damage done was 120*l.* a year.

15,270. Then the game damage was over 1*l.* an acre?—Yes; I sent to the office to request them to send a man or two to value with my valuers, and they refused. Then I asked two men to go and value the damage as well as they could.

15,271. What was your rent?—117*l.*

Mr. *Seebohm.*

15,272. Was that one case the only reason why you had notice to quit?—No.

15,273. What were the other reasons?—That had not occurred when I received the notice to

Mr. *Seebohm*—continued.

quit. I was going through the rickyard on the morning, when I saw a hare in a snare by a cart-wheel——

15,274. I want to know whether there was any other reason for your receiving notice to quit?—I refused that——

15,275. Was there any other reason?—No, there was no other reason except this case.

15,276. You had had no previous disputes?—No.

Professor *Rhŷs.*

15,277. In fact, according to that valuation the game had done more harm than the amount of the rent?—I did not interfere with that nor with anything, except that people persuaded me to have somebody to value the damage.

Mr. *Richard Jones.*

15,278. What crops did you raise on this farm?—The ordinary produce of farms; hay, swedes, potatoes, barley, and oats.

15,279. Then practically the rabbits destroyed one-third of the whole produce of the farm?—According to the valuation of those men. I was turned away because of the hare.

15,280. Have you a copy of the valuation?—No, I have not. I took it to the office, and I have not seen it since.

Lord *Kenyon.*

15,281. What sort of game was it that did this damage? Was it hares or what?—Rabbits, hares, partridges, and wild ducks, and every kind of game.

15,282. What did the wild ducks do?—They had 12 acres of ground for preserving game near a field of mine of 9 acres of barley.

15,283. What was there in those 12 acres? Was it a place where pheasants were reared, or what?—All kinds of birds, as far as I know.

15,284. Were they artificially reared, or were they not?—No, they were not. They sowed some buckwheat.

Lord *Kenyon*—continued.

15,285. What was reared upon the 12 acres?—It was an old marsh.

15,286. What sort of game did they rear on this old marsh?—Ducks for the most part on the marsh.

Chairman.

15,287. There is a question by Mr. Owen Wynne: "I suppose the old cartwheel had been "lying on this heap of swedes and in the court-"yard for some days"?—Yes, it had been there for some time. It was put on the straw in order to prevent the wind from blowing it off.

15,288. "How did you come to look so "closely at it on this particular morning"?—I passed by it and saw the hare on the ground.

15,289. Then a question by Mr. Vincent: "How long ago was this exactly"?—1876.

15,290. Was that long before Colonel West was the agent?—I cannot say how long. I came away from the county.

15,291. Who were the two valuers?—William Roberts, of Y Fedol, and John Roberts, of Y Tyddyn.

Sir *John Llewelyn.*

15,292. Had you the right then to kill rabbits?—No.

Chairman.

Does Colonel West wish to say anything about this.

Colonel *West.*—It was before my time, and I know nothing whatever about it, nor have I ever heard the case mentioned in any way whatever. I can give no information about it.

[Colonel West's statement was translated to the witness.]

The *Witness.*

Mr. Pennant Lloyd was the agent when I was there, and Mr. Johnson was the other agent.

The witness withdrew.

Adjourned for a short time.

Lord Kenyon here took the Chair.

Mr. Hugh Williams, called and examined through an Interpreter.

Lord *Kenyon.*

15,293. Are you a tenant farmer on the Bodnant estate?—Yes, of Eglwysfach.

15,294. Under Mr. Pochin?—Yes.

15,295. Are you farming another farm of about 70 acres in the neighbourhood?—Yes.

Lord *Kenyon*—continued.

15,296. Under whom do you hold that other farm?—Mrs. Garry, of Liverpool.

15,297. What is the size of Eglwysfach?—70 acres.

15,298. Is your son also a farmer holding land in the neighbourhood?—Yes.

Lord *Kenyon*—continued.

15,299. Are you well acquainted with the condition of farming in the district?—Yes.

15,300. Will you state what you know as to permanent buildings. By whom are they erected?—Mr. Pochin built the permanent buildings.

15,301 He is the landlord?—Yes.

15,302. Has there been a large quantity of land reclaimed?—A little wild land has been brought into cultivation.

15,303. By whom?—By Mr. Pochin.

15,304. Do you think farms are better managed on large or small estates?—There is not very much difference, I suppose.

15,305. Do you think that religion or language makes any difference between tenants and their landlords?—No, not at all.

15,306. Is the usual time for entering on a tenancy November and March?—Yes.

15,307. You have a lease?—Yes.

15,308. Will you state what the lease is?—15 years.

15,309. Are leases common?—No.

15,310. Do you know of any case of a lease being refused?—No, I do not.

15,311. Are they often asked for?—No, I do not think so.

15,312. Do tenants consider themselves as safe under a yearly tenancy as under a lease?—Yes.

15,313. Does your landlord interfere with your system of cultivation?—No, not at all.

15,314. Are the rents of small holdings somewhat lower than the larger ones in some cases?—Yes.

15,315. What would be the reason for that?—It is easier to go to small farms with less capital.

15,316. What is the usual rent. You say you can state the usual rent of agricultural land in your neighbourhood?—From 12*s.* to 30*s.* an acre I should think.

15,317. Are any other services than the payment of rent required from you?—No.

15,318. Do you suppose the landlord requires a man with capital to farm his land, and is that man accepted as the tenant?—Yes.

15,319. Have the rents been increased during the last 35 years?—The rents were raised at the time when Mr. Pochin bought the estate.

15,320. Have you anything to say about subletting?—Generally speaking, very few farms are sublet in our neighbourhood.

15,321. Do you know of any cases?—No, I do not know of any cases.

15,322. Is the rent usually paid at the rent audit, namely, the March rent at Midsummer, and the September rent at Christmas?—Yes.

15,323. Do you think land is going out of cultivation?—No, I do not think so. I think it is better than it has been.

15,324. Who usually does the improvements?—Mr. Pochin improved several farms.

15,325. Is the rent paid usually less than what the interest of the money paid for the purchase of land would amount to?—I am not sure that I could answer that.

Lord *Kenyon*—continued.

15,326. Will you state what you consider the causes of the present low prices of agricultural produce?—I do not know, unless it is that so many cattle and corn come from foreign countries.

15,327. Can you give us your opinion as to the establishment of a Land Court whether it would be good or bad?—It would be a good thing on some estates perhaps.

15,328. Would it be a good thing for both landlord and tenant?—I cannot say.

15,329. What do you think on Mr. Pochin's estate?—I do not think it would make any difference at all.

15,330. Have you any remedies to suggest for the present state of things?—No, I have not.

Sir *John Llewelyn.*

15,331. Do you hold two farms now?—Yes.

15,332. One is Eglwysbach?—Yes.

15,333. What is the name of the other?—Llwyndu.

15,334. Does your son hold a third one?—Yes, he rents it.

15,335. Is it unusual in the district to hold more than one farm?—No.

15,336. You do not agree with the other witnesses who have said that it is?—There are not several yonder.

15,337. That is not an answer to the question?—Well, perhaps it is an unusual thing to hold two farms.

Professor *Rhŷs.*

15,338. You farm on Mr. Pochin's estate I understand?—Yes.

15,339. You have heard Mr. Pochin's evidence this morning. Did you follow it?—I did not understand it properly.

15,340. I understood him to say that the cottagers who had gardens did not cultivate these gardens satisfactorily, to the credit either of themselves or the landlord. Do you know anything about them?—There is room for them to improve, certainly.

15,341. He also said that the cultivation, when he bought the estate, was very slovenly carried on. Do you remember anything about it?—Yes.

15,342. Was it so?—It was so.

15,343. What was the cause?—A good deal of land had become wild, gorse and so on.

15,344. Why?—The tenant had become too impecunious to cultivate the land.

15,345. There was a lack of capital on the part of the tenant. That is what your testimony comes to?—Yes.

Professor *Rhŷs.*

15,346. Then that agrees with what Mr Pochin himself said?—Yes.

Mr. *Seebohm.*

15,347. With regard to the gardens of tenant farmers, are they made full use of?—There are only small gardens yonder, and we can do nothing better than grow things for our own use as farmers.

15,348. Would you say that they are well gardened?—They would pay better, would they not?

15,349. That is not an answer. Would you say that they are well gardened?—No, they do not cultivate them well.

15,350. They to a certain extent neglect them?—Yes, I should say so.

15,351. They might grow fruit and vegetables to great advantage?—Yes, they could if they had been accustomed as gardeners.

Mr. *Richard Jones.*

15,352. You say, Mr. Williams, that language and religion make no difference on the estate. Do you not think it would be of advantage to you, and that it would be easier for you to approach your landlord or your agent if they were able to speak Welsh?—Yes, it would.

15,353. Mr. Pochin told us this morning that the tenants on his estate were satisfied with the existing rents, and that they never made any applications for reductions. What do you say to that question?—We have made but little application for reduction to him, but we have been accustomed to get from 5 to 10 per cent.

15,354. Are the tenants generally satisfied with that abatement?—So far as I have heard.

Lord *Kenyon.*

15,355. There is a question put in by Mr. Vincent: "What do you mean by a Land Court"?—I have answered that question before, have I not?

Lord *Kenyon*—continued.

15,356. I do not think you stated what you meant by a Land Court?—I think it would be a good thing under some circumstances, at any rate.

Lord *Kenyon.*

That is not an answer to the question.

Professor *Rhŷs.*

15,357. Have you thought of it at all?—Yes, I have thought of a Land Court, but I am not able to express my mind upon the question. It is in my mind, but I cannot express my thoughts.

Lord *Kenyon.*

15,358. Do you mean you have not really considered it?—No, I have not thoroughly considered it.

15,359. "Do you think if there were a Land "Court the landowner would have any interest "in expending money on his estate so as to im-"prove it?"—They say in effect that they would not, do they not?

15,360. It is not your opinion; that is theirs. What is your opinion?—I think a Land Bill would be beneficial.

15,361. But that is not quite an answer to the question. The question was, whether you thought the landlords would spend more money on their estates in improving them. Do you think they would or not?—I cannot answer the question.

15,362. Another question put in by Mr. Vincent: "What do you mean by a Land Bill?"—Is not a Land Bill the same thing as a Land Court?

Lord *Kenyon.*

I do not think it is worth pursuing.

Mr. JOHN DAVIES.

Lord *Kenyon.*

15,363. You are a tenant farmer?—I am a tenant farmer at Brynmynen.

15,364. And you hold 55 acres?—Thereabouts.

15,365. That is without a sheep run, under General Wynne of Coedcoch, and you wish to give evidence as to your own property and the district generally. Is that so?—Yes. I may also add that I am resident agent to Miss Jones of Bryn Eisteddfod, the adjoining estate, and have been there for over 32 years, and if there be any question raised about that estate I am ready to give evidence.

15,366. Do you wish to give rebutting evidence to any evidence which we had yesterday?—I think the man who gave evidence yesterday (Mr. Owen Hughes) is not satisfied with the report of his evidence. I do not know what his evidence was.

Lord *Kenyon* to the *Secretary.*

Did you communicate with them as to the witness's evidence yesterday?

Secretary.

No. This is the point. Mr. Owen Hughes gave his evidence yesterday, and complained to me to-day that certain daily papers had not given a correct report of his evidence. I told him that that was perfectly immaterial.

See 13,
14,

Lord *Kenyon.*

Did you furnish Mr. John Davies or Miss Jones, of Bryn Eisteddfod, with a copy of the evidence?

Secretary.

No, certainly not. There was no charge made against them.

Witness.

It appears that he charged Miss Jones that she had turned him out of his farm without any compensation, but his statement to me to-day was that he had 30*l.* compensation from the new tenant, and he had also the privilege of choosing the tenant. I think that is good compensation.

Lord *Kenyon.*

15,367. Your complaint is only against the report in the paper, as I understand it, and not against the evidence. Is that so?—I had no opportunity to see his evidence except in the papers, but I have it here. It is something similar to what I am saying now about Vron Farm.

15,368. What was the name of the witness?—Owen Hughes.

15,369. He stated that he had notice to quit for taking another farm?—That was so.

15,370. I do not think he said that he had no compensation.

Sir *John Llewelyn.*

No, he said that he had 30*l.* out of 45*l.* paid by him.

Witness.

On account of Vron.

15,371. Yes?—I have no more to say than that.

Lord *Kenyon.*

15,372. He had 30*l.* then?—I am not aware of that. He bargained with the incoming tenant. We had nothing to do with it.

15,373. You have nothing to rebut in his evidence?—No.

15,374. Have you anything more to rebut in any other evidence?—I do not think so, my Lord.

Sir *John Llewelyn.*

15,375. It was in respect of Ty Du that he got the 30*l.*?—I do not know about that. I can say this: that there was no permanent improvement done in either of these cases; I am not aware of any.

Lord *Kenyon.*

I think there was very little charge.

Sir *John Llewelyn.*

15,376. He said he had 30*l.*, but it was in respect of Ty Du?—I am talking of Vron. I do not say anything about Ty Du.

Lord *Kenyon.*

15,377. Then you wish to give evidence as to your own farm?—Yes, my Lord.

15,378. Have you any statement to make?—No, not a particular statement.

Sir *John Llewelyn.*

15,379. It is quite right, and this rebutting evidence is quite to the point. He stated that he received no compensation and that he did receive 30*l.* in respect of compensation on another farm?—He had nothing to do with Ty Du.

Lord *Kenyon.*

15,380. In respect of Vron did he have compensation?—It appears he had 30*l.* from the incoming tenant, and he sold the crop under valuation as well, I believe, to the incoming tenant.

15,381. Are there any recent enclosures of waste land?—I am not aware of any.

15,182. Are there any unenclosed lands in your district?—No.

15,383. Any rights of sheep walk?—No.

15,384. Have you any instance of either politics, or religion, or language causing any difference between landlord and tenant?—I have no instance, but I may add that at least 19 out of 20 tenants on this estate are Nonconformists, and they have never been asked about their politics. I can ascertain that from what I know and from what I heard from the agent. He never asked any applicant about his religion or politics. I am speaking now of Coed coch.

15,385. You speak now as a tenant farmer?—I do, my Lord.

15,386. You speak of the Coed coch Estate?—Yes.

15,387. The usual time for entering is in November?—Michaelmas as well, upon some portion of the land—especially stubble land.

15,388. And agreements are more common than leases?—They are, my Lord.

15,389. Have you any agreement?—I have.

15,390. Have you anything to complain of in that agreement?—No, I have not as a whole.

15,391. Are you aware of an instance of a tenant asking for a lease?—I do not know of any case. I think as a rule that farmers do not care for a lease, especially during the present depressed time. I think they would rather not have a lease. Under an agreement they can apply to the landlord at any time, and the landlord very liberally meets their wants.

15,392. Then you think the tenants are safer under an agreement; is that so?—Well, they are quite safe. I do not say that they are safer, but speaking from my own experience, I may say we have had some leases on the Bryn Eisteddfod Estate and we have had a deal of trouble about them. They have all failed, every one of those who had leases, and we have had trouble with them.

15,393. Can tenants obtain a copy of their agreement in Welsh as well as in English, or not?—Well, I do not think that they are prepared in Welsh, but I think they have been explained to them. As a rule, they are not very particular about the details of their agreements.

15,394. They do not pay much attention to them?—No, they do not, my Lord.

15,395. The rent is fixed as a lump sum, you say. You believe that the rent on small holdings is higher in proportion than on large holdings?—I do.

15,396. Can you give any reason for that?—One reason is this: there is but very little expense on a small holding and they have got the house included, and as a rule, upon what I call small holdings they can go and work out the farm, and I think they can well afford to pay higher rent than on a large farm.

Lord *Kenyon*—continued.

15,397. Are holdings let to the highest bidder?—No, my Lord, I do not know of any instance.

15,398. Will you state what you know as to the raising of rents and as to abatements?—I can say this, my rent has not been raised at all. I have received abatements of 10 per cent. several times, and I may also add for the other estate of Miss Jones, that she made an abatement a few years ago of 10 per cent. and she never raised the rent. Last year she made again an abatement of 15 per cent. upon the rent and the tithe rent charge, 25 per cent. in all.

15,399. Do you know of any case of consolidation of farms in the district?—I do not know of any case.

15,400. Did you hear the evidence of the witness this morning who knew of 15 farms, I think it was, that had been consolidated?—No, I do not know much about this side whatever.

15,401. It was 45 or 50 years ago?—Well, I should not mention about 40 years ago. It is not in my district.

15,402. Will you state what you know of the practice as to sub-letting?—As a rule they are bound by their agreement. They cannot sub-let, but practically when they do sub-let a field or so, they get double what they paid and more. I can prove that of my own knowledge.

15,403. Could you mention any instance of that?—Well, I hardly like to.

15,404. You hardly like to?—No.

15,405. Will you state the practice as to the time of payment of rent being postponed?—It had been postponed on each estate without being asked for, and when a request has been made I should think that it has been postponed on Coedcoch estate as well. It would have been postponed this time, but I do not think that the tenants asked for it. I found when we postponed the rent on the Bryn Eisteddfod Estate some of the tenants were quite ready to pay up to the day.

15,406. Do you know of any instance of farmers having to borrow money to pay their rents?—I do not know of any instances, but I have no doubt they do in some cases.

15,407. Do you agree with the evidence which we heard to-day or yesterday; that farmers in this neighbourhood generally farm with insufficient capital?—No, not as a rule, my Lord.

15,408. What do you consider sufficient capital in your district?—It is rather a difficult question to answer.

15,409. How much per acre?—I did not really consider it.

15,410. Are labourers scarce?—Rather.

15,411. Is there any land going out of cultivation?—Not to my knowledge.

15,412. Any waste land?—No.

15,413. Is arable land being laid down to pasture?—Yes, in some instances, but it is not as a rule.

15,414. Will you state why that is the case; you say not much?—That the land has been laid down?

15,415. Yes, you say not much?—One reason is this. There is no expense upon pasture land, whilst arable land, especially corn, at the present time, would never pay for labour and seed.

15,416. Are there more or less roots than there used to be grown?—I think it is about the same generally in my district.

15,417. Fallowing is given up, I suppose?—Fallowing has never been practised in my district because our land is a light soil.

15,418. Will you specify what improvements are done by the landlord and what by the tenants?—The landlord is to drain the land and put up buildings for stock, providing gates and posts, and so on, and water supply in general.

15,419. What about the tenant?—Nothing more than the seeds and manure, I mean as a rule.

15,420. Do you know of the Agricultural Holdings Act?—I do.

15,421. And that it is illegal to contract out of it. Is there any trouble in the district about game?—Not particularly.

15,422. Do you know of any instances?—No, I do not know of any in my district, because game is not so abundant and they are not preserved to any extreme extent whatever.

15,423. Are there any freeholders in your district?—There are some.

15,424. What is your opinion as to their state compared with the tenant farmers?—I believe that some of them are comfortably off; but as for the others who are obliged to borrow money and pay a high interest; they pay more rent in interest now than they did before to the landlord.

15,425. Then you think in that case they are not so well off. Is that so?—They are not so well off, as a general rule, I mean.

15,426. Freeholders who have not had to borrow money for their holdings are better off, you think?—I should think they may manage better than the others. I do not say they are better off as far as that than tenant farmers.

15,427. And farmers' wives and children work on the small holdings, I suppose?—Yes, as a rule.

15,428. We have heard about their being paid wages or not being paid wages. Can you make any statement about that?—Well, I can. I think I may know as much as anyone about that. I live amongst small farmers It is the custom of the children to work at home, and in some cases they are set up afterwards in life, and in some cases the parents apprentice their children to carpenters or other callings.

15,429. They help them on in life. Is that so?—Yes; and in some other cases they work for many years and turn out for nothing. I think it depends principally upon the skill of the parents.

15,430. Will you state your opinion as to the establishment of a Land Court?—I did not study it at all, but I would rather face my landlord and the agent a great deal than any court in England and Ireland.

15,431. Then you are not in favour of a Land Court?—Well, I am of that opinion. It is not wanted in my district, I should think.

Lord *Kenyon*—continued.

15,432. Will you state what you believe to be the causes of the present low prices?—My opinion is this: foreign competition.

15,433. Can you suggest any remedies?—No. We have to meet unfavourable weather, high wages, and heavy taxation, especially tithe rentcharge, which, in my own case, is one-fifth of the whole rent.

Mr. *Richard Jones.*

15,434. I see, according to the agreement, the tenant binds himself to do all the haulage towards new buildings, but there is no provision here for compensation for haulage in case he leaves. What is the custom: supposing that a tenant had been hauling towards new buildings and that he left in the course of a year, would the landlord give him anything for his trouble and expense?—I cannot point to any particular case.

15,435. He could not recover anything according to the custom of the country?—I do not think there is a custom of the country upon that, because their agreements bind them. I do not know of any custom of the country in my district, at least it has no effect if it is in existence.

15,436. He would have to rely entirely upon the generosity of his landlord, whether he would give him anything?—It depends entirely.

15,437. Do you think the landlords generally would do so in a case of that kind?—Well, I do not think that they would do generally, but I could trust to the generosity of several landlords that I know. Taking them altogether, I do not think so.

15,438. You would not like to rely upon the honour and justice of any landlord?—I should not do their work on that account. As a rule on both estates when tenants ask for a new building, or an addition, they are quite willing to draw the materials, and what the landlord or landlady laid out, they never charge any interest upon.

15,439. But supposing that a tenant leaves in the course of a year, he would have but very little benefit and advantage from the improvements, you see.—No.

15,440. The cost to him would be more than the benefit he had derived from the erection of the buildings?—Yes, but if this tenant again leaves on his own account he knows his circumstances well enough, I should think.

15,441. Yes, but some unforeseen circumstances may occur: supposing, we will say, that the tenant himself died, and that his children were not able to keep on the place; take a case of that kind?—I have no instance of that happening in my district.

Professor *Rhŷs.*

15,442. But it is possible?—Oh, yes, possible.

15,443. It is certainly a possible case?—But I have no instance of it before me. What I said before the Commission I do not hesitate over from fear of any contradiction.

Mr. *Richard Jones.*

15,444. You say, "I think that less corn "is raised now, and there is more grazing"?—I do.

15,445. What is the consequence of that, so far as stock is concerned. Is there more stock kept on the farms now than usual?—Yes, I think there are a great deal more sheep kept on the farms than usual.

15,446. More cattle?—And besides that, I can buy foreign corn cheaper than I could grow it myself.

15,447. And more cattle?—Well, quite as many, I should think; but in this district we cannot keep them in the winter, without some arable land, without some hay and straw—we cannot keep our cattle and stock.

15,448. I am asking you a direct question: are there more cattle and horses kept, for instance on the farms?—Well, of course, when the arable land diminished, we kept less horses, because we did not want them.

15,449. You kept more cattle then?—How can we keep more cattle when we have no winter keep for them. We keep more sheep; they can live out in the winter, but cattle cannot; we must have fodder for them.

15,450. I think you said you raise more roots?—No, I did not say so—about the same, according to the arable land, I mean.

15,451. Then the demand for buildings or for shelter for stock is not greater than it was years ago?—No.

Mr. *Seebohm.*

15,452. One question about emigration: Do you know this district well? Have you known it for a long number of years?—I have known it for all my life.

15,453. How far does your knowledge extend—right away to the Menai Straits? Does your knowledge extend all along the coast?—It extends over a large area of the country.

15,454. Was there ever a time in your recollection when there was much emigration?—Not of a great many from this part.

15,455. Do you think the language is a great difficulty in emigration? Are people stopped from emigrating because they do not know the language spoken in America, for instance?—No, I do not think that the language has anything to do with it, because I know a great many Welshmen who emigrated to America. My own brothers went there; they did not hesitate about the language or anything.

15,456. Were they tenant farmers, or sons of tenant farmers?—Sons of tenant farmers.

15,457. Then you think there is a gradual emigration?—I think it has been falling off for some years.

15,458. There was more in the old days?—There was more in the old days from this district. There are very few emigrating now.

15,459. Was there much consolidation of farms, say 50 years ago? Was there a time when landowners did consolidate farms?—No, I do not know of any instances in my district,

Mr. *Seebohm*—continued.

and there are to my knowledge but very few cases—very few indeed.

Professor *Rhŷs.*

15,460. You said just now, I think, that you do not know that the agreements are to be had in Welsh on the estate that you have to do with, and you further said, I think, that the tenants did not show any very great anxiety to know exactly the terms of their agreements?—I think I am right in saying so.

15,461. I quite believe you: that has been my impression for some time?—Because there is a copy of an agreement now, which has been in my possession for some years, signed by the landlord, and the tenant knows very well that it is to be got at my place, and I mentioned it many times; he never has taken it. Here it is now. I have got several besides this one.

15,462. That quite confirms my suspicions all along; but do you not think, if they were more anxious to know exactly what is in their agreements, that that would be pleasanter for both landlord and tenant?—Yes, no doubt about that, but at the same time they have a guess about their agreements, and what they are tied down to, but they do not farm according to this agreement. Even I myself do not.

15,463. But how is that?—It has never been enforced. There are several clauses here that I objected to. I have confidence in the landlord and the agent, and they have never been enforced, and never had been enforced to my knowledge.

15,464. But do you not think that rather tends to mystify the tenants. They do not know exactly what is in it, and then they get under a misapprehension, and afterwards think that they have been promised this, that, and the other, which is not in the agreement. Do you not think it would be better if they would study their agreements?—No doubt it would. They would know what is in their agreement, but, as I said before, to my own knowledge they are rather careless about their agreements.

15,465. Then that leads to a good deal of misunderstanding and grumbling at the end?—Well, I have not a case. As I said before, I have been on this estate over 32 years, and I have no case of any dispute in that respect.

15,466. On the other hand, why is not the agreement made up to the usual practices? Why do they not bring the agreements into some sort of conformity with what you consider should be right?—I may add this. There is only one agreement on several estates—I cannot answer for more than two; there are only the same agreements say, for the lower part of the country that there are for the upper part of the country. You cannot expect upland farmers to farm quite in the same way as those that plough, and sow wheat, and all that, but the agreement is exactly the same.

15,467. I quite see that; but that only points to this, that you ought to have two sorts of agreements, one for the upland part and one for the lowland part?—Quite so, but it does not signify under the present circumstances at all. We cannot expect the upland farmers to farm according to this.

Professor *Rhŷs*—continued.

15,468. It would not be reasonable at all; but the logical conclusion is that you should have two agreements, is it not?—Yes, quite so. If they asked for it, no doubt they would have it.

15,469. The state of things is a little unsatisfactory on both sides, I think. If they cared more for knowing exactly what is in the agreement, and if the agreement was posted up a little more to date, there would be fewer of these complaints, I fancy?—Most likely, but I think myself, about this agreement on Miss Jones's estate, it means that good farming should be followed. I am of that opinion. Although I farm a farm under Miss Jones, I do not think that I am prepared to say that I am farming up to every clause in this agreement, and I do not think that they expect me to do so on either estate.

Mr. *Seebohm.*

15,470. It would not be a good thing for all farms even on the same estate to be cultivated exactly in the same way?—No.

Sir *John Llewelyn.*

15,471. The restrictive clauses would be aimed against very bad tenants, and are put in in the case of any very bad tenants?—Well, in some cases of course they are good. They are tied down, and they cannot sell all the crop, and when they are leaving they cannot plough all the farm.

15,472. Those restrictive clauses would only be put in operation against a very bad tenant, I suppose?—Yes.

15,473. You have no bad tenants; they are all very good tenants?—No, I know of a great many poor tenants, so far as that goes, but they have been clinging to their farms for many many years, and as long as they pay their rents I think their landlords are very lenient and let them go on as long as they can.

15,474. Are the restrictive clauses put into force?—Never. In that way this agreement is a dead letter.

Lord *Kenyon.*

15,475. I see there is one special service clause in your agreement, "The tenant shall, at his "own expense, haul all materials for the repairs "and improvements, and shall also draw four "tons of coal to Coed Coch yearly." Have you ever found that a harsh clause?—No, I do not call it harsh at all. I am doing it willingly, although I am bound to do it; but they never press me up to that figure. They ask me, "Is it "convenient to fetch a load of coal at such a "time with one or two carts." If it is convenient I send two, or I send one. I do not object to

Lord *Kenyon*—continued.

it. I think the tenants are quite willing to do what they can for the landlord.

15,476. It shows a nice friendly feeling? Yes.

15,477. It is considered to be money's worth?—It is money's worth in one way, but it is easier for the farmer to do the work than pay for it.

Lord *Kenyon*—continued.

15,478. I see it goes on to say, "At such "times as required so to do or, in lieu thereof, at "the option of the landlord, shall pay to the "landlord 10*s.* 6*d.* per ton"?—Yes.

15,479. Would that ever be enforced?—Never.

Mr. Ellis Pierce called and examined.

Lord *Kenyon.*

15,480. Are you a tenant farmer?—No.

15,481. What is your profession?—I am a bookseller.

The following statement of the witness was read:—

"Ellis Pierce, Dolwyddelen.

"Farmers are afraid to state what they will.

"*Complaints as to game.*—Soon after the Ground Game Act became law I penned several letters, which appeared in the 'Baner' newspaper in a series at the close of 1880 and early in 1881, commenting on the various grievances of tenant farmers, including those of Lord Penrhyn's at Ysbytty and Penmachno. In a short time after, a letter was written and handed over to John Roberts, Pant Glas, asking him to go round to have it signed by John Jones, Plas Penmachno; Cadwalader Williams, Ysgwyd Frith; Griffith Owen, Dylasau; Edward Jones, Hafod Ifan; Robert Roberts, Ochr Cefn, and by himself. It was stated in the letter that all the contents of my article on the Penrhyn estate contained everything except facts. The letter was signed by the six, on behalf of all the tenants, though none of them read it nor heard anything about it until it appeared in print, taking their word for it. It was impossible but that the six knew that all I wrote consisted of absolute facts. They, however, signed the document, but whether the contents were ever made known to all the six I am not able to say.

"*Grievances complained of.*—(1.) Griffith Pritchard, Talar y gerwin, Penmachno, who has been on the farm ever since 1870, and the family of the wife before it came into possession of the honourable family of Penrhyn. All the buildings are in a bad condition. The tenant did all the repairs himself, or paid for the work to others. He asked several times for some consideration from the local agent, but with no avail. He asked once for some wires to put up some few yards of wire fence. The agent replied that he was in the habit of getting wires from Thomas Jones, and that he could get it there too, possibly—by paying for it. He was, as well as others, asked to sign to pay tithe with rent; but he was not willing to alter the old system of paying to the clergyman himself. A word came one morning that his farm would be let to another tenant unless he would sign to pay tithe with rent.

Lord *Kenyon*—continued.

"(2.) William Hughes and his sister, Pen-y-bont of Penmachno. Most of the bottom and best land is inundated by water, the bed of the river is filled up by gravel. The land for some distance is nothing but a bog. The cowhouse and the outbuildings are on the lefthand side of the river. Most of the grass land, the pasture and all the sheepwalk on the righthand side. The hillside is very thin land, no soil whatever, always with its bone through its skin cold and bleak. It is called 'Oernant' (cold hollow). They had no cowhouse, shed, nor any kind of building on that side where there was one much wanted to feed the cattle. All the buildings that they used to have, were all in ruins. They had to feed the cattle near the house on the side of the river where the manure was not required. In some seasons the river used to be too high to cart it over where it was wanted until it would be too late. They were short of buildings to feed the cattle during the winter months. They had to turn out the cart and other implements of husbandry to make room for the cattle, which consequently used to rot in a short time, and have to be replaced by new ones. The family have been on the farm from time immemorial. They gave up the farm because they could not get the rent reduced. They were a little behind with rent as it is nearly twice what it ought to be, especially with the accommodation they had. They had to leave without payment for the manure of 13 head of cattle and a horse they fed during last winter. A new tenant came from Eifionydd, and was hoodwinked in some sense, as he could not know much of that farm. A large shed for the hay and new buildings to feed the cattle were built on the south side for the incoming tenant this year. The rent used to be 114*l.*, including the tithe 121*l.* yearly.

"(3.) Robert Roberts, Bryn Eithin, could get no repairs. The stars and the moon could be seen through the roof of the so-called farmhouse he lived in. All the outbuildings were in a dilapidated state, and not fit to store cattle. He had to leave. He incurred the displeasure of the local agent by charging for ploughing some land for him at Rhydlanfair, instead of doing the work gratis as others are in the habit of doing as it is understood.

Lord *Kenyon*—continued.

See 22,736, 22,745.

"(4.) Henry Williams, Vron ddu, was asked the loan of 200*l.* by the local agent who was going to farm Rhydlanfair, the farm he still farms under Lord Penrhyn. Henry Williams at the time was not prepared to give him the help he wanted. What cash he had, he could not get at such a short notice. The agent said he would bear him in mind. Not long after Williams lost a considerable amount of money by some unlucky transactions. He soon after had a notice to quit, but succeeded to get his farm back upon the understanding that he was to pay two years' rent in advance,* which he did, as far as I can understand.

See 15,537, 22,758.

"(5.) Mrs. Jones, Bryn-ddraenen Eidda. Part of the land, the best fields, were taken away from her without any reduction in the rent, and it was added to Ty-nant farm.

"*Landlords occasionally wronged by valuers.*—It is often the case when valuers come round that they depend on someone to instruct them as to the real value of different farms on the estate. In some instances those that instruct them have no kind feeling towards several neighbours. Those that are friendly will have favour, and those that are not are scorched.

"*Land farmed by the landlord.* — Dyffryn Mymbyr, Capel Curig, some years ago when the last tenant, Mrs. Roberts, died, came on the hands of Lord Penrhyn to farm. I notice every year that many tenants from the estate at Ysbytty and Penmachno are in the habit of going there to shear the sheep. Some of them walk over the mountain, and the others make use of their own horses. I am not able to say how much more labour is done by tenants on the estate. This is done probably to show that farming is a profitable undertaking with no reduction in the present rents, if labour can be got after this fashion. The landlords, at or least the agents, are in a position to get the tenant to commit suicide in some sense. They can get them to do any work for their landlords as well as for themselves, free of charge. If they refuse, they have to bear the consequences. The tenants of Col. Wynne Finch are in the habit of carting all the coals for Voelas Hall, but nobody carts for them unless they pay for the cartage. It is the same with every other labour."

See 22,766.

Lord *Kenyon.*

15,482. There are some questions handed in by Mr. Vincent. The first one is, "Then I "understood your first grievance to be that you "wrote letters to the paper, and somebody "said they were not true." Is that your first grievance?—That was the statement to show that tenant farmers are afraid of coming forward, because they are forced to keep back.

13,483. That is your answer to that question. Is that your first grievance, "That you wrote "letters to the paper, and somebody said they "were not true"?—Quite so.

15,484. Secondly, "Why do you bring for-"ward all these grievances?"—Because I was asked to do so by tenants.

15,485. The third question is, "Do you pre-"tend that the people who have left their "holdings need be afraid of Lord Penrhyn "or anybody else?"—That I cannot answer; but I know that they are afraid.

15,486. The people who have left their holdings, he says?—Yes.

Sir *John Llewelyn.*

15,487. Have repairs been done upon the buildings that you complain of?—In the first instance there were no repairs.

15,488. You speak of the moon and the stars shining through the roof?—That is the case in Bryn Eithin; that is another one.

15,489. Have the repairs been done there lately?—Yes, since the time the new tenant came.

15,490. I should like to know something about the allegation that Henry Williams was asked for a loan of 200*l.* Is Henry Williams, of Vron ddu, able to come forward himself upon that point; it is a serious charge?—That I do not know. All that I know is, it is reported, and it has been said by the clergyman of the district.

15,491. You only know it by report?—By the clergyman.

15,492. It is a very serious charge against the estate. Is Mr. Henry Williams, of Vron ddu, a clergyman?—No.

15,493. You do not know of your own knowledge?—Well, I cannot say positively about this; but I can say positively about other things.

Lord *Kenyon.*

15,494. You said you would give the name of the sub-agent at the end of your evidence. I do not think you have given it?—Williams.

15,495. What is his Christian name?—E. J Williams.

15,496. Where does he live?—Rhydlanfair; it is stated in the paper.

15,497. Rhydlanfair, where? — Rhydlanfair, half way between Bettws-y-coed and Pentre'r-foelas.

Sir *John Llewellyn.*

15,498. Would this sub-agent have the power to give a notice to quit, and afterwards put a tenant back in his farm?—That I cannot say. All I know is that he had notice to quit.

15,499. Then do you also know that he did pay two years' rent in advance?—It was said so.

Professor *Rhŷs.*

15,500. You mentioned just now that you wrote letters to the "Baner"?—Yes.

* The witness afterwards notified to the Secretary that he was under a misapprehension when he stated that Henry Williams had had to pay "two years' rent in advance." He should have said "two rents," those rents being paid half-yearly.

Professor *Rhŷs*—continued.

15,501. And then some people went round your neighbourhood to get signatures to a letter to contradict that. Was that so?—It was in another neighbourhood, not where I live now.

Lord *Kenyon.*

15,502. In Yspytty?—Yspytty and Penmachno.

Professor *Rhŷs.*

15,503. Among those names, did I understand that there were two men who gave us evidence yesterday; you mentioned somebody of Dylasau?—That man is dead.

15,504. It was not anyone who gave evidence yesterday?—No.

Mr. *Seebohm.*

15,505. You stated that you gave this evidence in these five cases upon report—upon what you had heard said; you did not say that you had direct personal knowledge of the facts?—I have of several of them.

15,506. Of which of them?—I have of Bryn Eithin.

15,507. What is the name of the person?—Robert Roberts. He has left; he is at another place.

15,508. In how many of these cases have you personal knowledge?—All but that one you refer to of Henry Williams.

Sir *John Llewelyn.*

In his evidence in chief he says he does not know; that it is common knowledge, I think, he says.

Witness.

Yes; it is specified in my paper.

Mr. *Seebohm.*

15,509. What do you mean by knowing of your own knowledge; do you mean you have talked, for instance, to Griffith Pritchard, and that you have heard from him direct from his own lips exactly what you have stated?—No; it is like this. It is similar to the case I pointed out in the letters to the "Baner"; I was absolutely writing the truth; but they denied, and they knew that it was true.

Professor *Rhŷs.*

15,510. Mr. Seebohm has not read the letters in the "Baner," so that is not quite enough, is it?—What I mean is this. Perhaps, though it is true, they will say otherwise.

Mr. *Seebohm.*

15,511. What I want to get at is, whether this evidence you have given here to-day is evidence which we ought to place any reliance upon. In such cases as this, where a man himself comes forward and makes a charge we can question him, and try to get at whether there is another side of the question; but if you simply state facts for another person, who himself cannot or will not come forward, we have not that opportunity, and, therefore, we only put on our record a one-sided statement, it may be, of the case?—Well, let us go one by one with them, and then I will be able to verify what I have said. Just commence with the first one, and then go to the second, and so on.

15,512. I do not want to go over all this individually with you, but I want to know whether you have sufficient personal knowledge of each one of these cases to warrant us in putting it upon our record as a fair statement of facts, without the person himself coming to give us the facts, and without our being able to ask him any questions?—I can assure you I have as far as I have gone.

15,513. It is perfectly possible that you may have stated the truth, without stating the whole truth; there may be other facts which you do not know?—I believe I have been very chary with it—not saying too much.

15,514. Mr. Williams is still living in this neighbourhood?—Henry Williams?

15,515. The sub-agent?—Yes, he is still alive.

15,516. Is he still the sub-agent?—He is still the sub-agent.

Lord *Kenyon.*

15,517. Two or three further questions have been handed up. One by Mr. Vincent, "Have "you not had an action for libel brought "against you?"—Yes.

15,518. With what result?—Well, I lost; but all I said was this,—It was a historical tale that I wrote——

15,519. That is quite enough. Then a question by Colonel West, "Are you prepared to state "about the loan of 200*l.* to Mr. Elias J. Wil- "liams outside this Court?"—That I could not say—no.

15,520. No?—No; I stated that at first as far as I could say.

Professor *Rhŷs.*

He means to say he said it was only common talk.

Lord *Kenyon.*

15,521. I will ask that question again, because I did not quite clearly understand your answer. "Are you prepared to state about the loan of "200*l.* to Mr. Elias J. Williams outside this "Court?" Are you prepared to say outside this Court what you have stated inside?—I stated plainly that I could not stand to it—that I heard it from the clergyman.

Sir *John Llewelyn.*

The words in his evidence in chief were these: "As far as I can understand."

Lord *Kenyon.*

15,522. You only give it as common report; it is nothing of your own knowledge, is it?—Yes. I was not there at the time, you know.

15,523. It is a very serious charge to bring against a man. Then I have some questions sent up by Mr. Owen Wynne, "Is it not a fact "that you have a personal grievance against "Mr. E. J. Williams?"—Not the slightest.

15,524. You have none?—No.

15,525. "Why did you not give your evidence "at Llanrwst yesterday, when he and you were "present, and you were on the list to give "evidence at Llanrwst?"—It was the fault of them not calling me.

Lord *Kenyon*—continued.

15,526. The fault of the secretary?—Yes.

Secretary.

We had so many witnesses at Llanrwst that I consulted certain people, Mr. George Owen among others, and thought it better to have this evidence taken here. I take the whole responsibility of this evidence being given at this sitting.

15,527. You were prepared to give evidence at Llanrwst?—I went down there.

The witness withdrew.

Colonel SACKVILLE WEST recalled and further examined.

Lord *Kenyon.*

15,528. Do you wish to say anything upon the evidence of the last witness?—I am rather taken aback by this evidence; of course I had no means of knowing what it would be. Mr. Williams, who knows more about many of these things then I do, is not present, or he could answer very much more fully than I can; but I will do my best, as far as my knowledge goes, to answer the various cases he has mentioned. I leave Mr Williams to answer afterwards for himself. The first allegation he brings is about Griffith Pritchard, of Talar-y-gerwin, and that appears to be principally about the state of the buildings. I do not suppose the Commissioners will wish me to go into the matter—whether the buildings are in good repair or not. It is a matter of time to put all buildings in repair, and some tenants have to wait for some time before I can do so on so large an estate. As to Mr. Griffith Pritchard of Talar-y-gerwin, his buildings are in a bad state, but probably will soon be put in a better repair.

Professor *Rhŷs.*

15,529. May I ask here if you go over your estates and do the repairs to building in turn, as fast as you can?—Yes, every year. On this particular portion of the estate there has been from 800*l.* to 1000*l.* spent on buildings every year for many years.

15,530. And you go on all through the estate?—We go on from one to another; some tenants are left for a long time, perhaps, before they are reached. Then, he mentioned that Griffith Pritchard, of Talar-y gerwin refused to sign the new agreement as to the tithe. There was no pressure whatever put upon any tenant. In the year 1886, when Lord Penrhyn took upon himself the payment of the tithe, there was no pressure to sign; the tenants were all asked to sign and with hardly an exception on the estate they all signed; indeed, I think everyone signed. I am not sure whether Griffith Pritchard has signed the agreement, but there was no pressure put upon him to enter into the new arrangement, which was a very favourable one to the tenants.

Professor *Rhŷs*—continued.

Of course, under the new law, the landlord would have to pay the tithe and the tenant would have had to pay the landlord if he had not entered into the agreement. These agreements were made in 1886, before the Tithe Act, and a portion of the tithe was added to the rent, but at a figure very much below the value of the tithe. No pressure whatever was put upon Griffith Pritchard, and he paid his rent every time without saying one word to me, and the tithe was included in it. Then, as to William Hughes and his sister, of Pen-y-bont, the grievance appears to be as to the bad state of the buildings. When the father of the tenants went into the farm—(he went there before my time, or I may have been there while he was a tenant, I will not be certain as to that)—the whole of the buildings were put in exceedingly good repair: new buildings were made completely. I am sorry to say they were very badly kept and were left by the tenants in an extreme state of dilapidation, insomuch that a very large sum has been spent and is still being spent upon putting in repair the buildings and the fences in consequence of the state in which they were left by the last tenant. They got very considerably in arrear of rent, and it was quite impossible that they could go on. They left the farm, and it was let to a new tenant from the neighbourhood of Tremadoc, who took over the whole of the stock at a valuation—a proper valuation I believe by valuers. There was no difficulty whatever made about it; they entered into the farm and they were perfectly satisfied with what they got for their stock.

15,531. Were any of those valuers appointed by the incoming tenant?—Yes, I believe so.

15,532. Because the witness Pierce hinted that the tenant was hoodwinked?—I do not understand what he means. He said the new tenant was hoodwinked.

15,533. Yes?—How that could be, I do not understand. If he was hoodwinked I suppose he means that he paid too much for the stock.

15,534. He said the new tenant was hoodwinked, but the new tenant had his own valuers?

Professor *Rhŷs*—continued.

—The new tenant had his own valuers or valued himself, I do not know which; but he paid for the whole stock, the whole of the sheep, that is to say, on the farm, and whatever else there was—not for the cattle, he only paid for the sheep. The buildings were left, as I say, in a very bad state, and a very large sum indeed is now being spent on the buildings and the fences, without any interest being charged for the same. Then, as to Robert Roberts, of Bryn Eithin, he left entirely of his own accord, and I never heard that he left on account of his having incurred the displeasure of the local agent. That I cannot answer for, because the notice was sent to me; he left and he never mentioned one word of grievance against the local agent when he left. With regard to the next case that he quotes, that of Henry Williams, of Vron ddu, that is the case of the loan. I will not say anything about that after what we have heard.

Sir *John Llewelyn.*

15,535. Can you say anything about two years' payment in advance; could that possibly have happened without your knowing it?—No; it could not possibly be. It is totally untrue as to the payment in advance. I never asked such a thing, nor should I be likely to ask such a thing on this estate.

Professor *Rhŷs.*

15,536. If you had doubts about a tenant, I suppose rather than that you would have some security?—Yes. He certainly did not pay two years in advance. I have no recollection of his paying anything in advance.

15,537. Do you sometimes have sureties?—Only in, I think, one or two cases in all my experience have I had regular sureties. Then, the next grievance was about John Jones, of Bryn ddraenen Eidda, who, it was said got no compensation for land which was taken from him. I found two farms adjoining one another which were very unequally rented, and the boundaries of which were very bad. I re-arranged the boundaries and re-adjusted the rents according to what I believed to be the actual value then of the farms, after the re-adjustment of the boundaries, and the consequence was, although one farm possibly was a very little reduced, the other perhaps was a little raised; but there was no change whatever made in the total rents of the two farms. It was simply a re-adjustment of boundaries.

15,538. But you see, in that case you might hear of a grievance on the part of the one whose rent was raised, and you would hear nothing of the other man having a reduction?—No; I should hear nothing of that.

15,539. But you see there is a possibility of the other man saying that his rent was raised?—Yes, but he assented to the valuation. The witness Pierce does not say it was raised; all he says is that the best fields were taken away without any reduction in the rent.

15,540. Well, it comes to the same thing?—But it was a matter of arrangement to suit both parties really, and I paid for the cost of the fences which had to be erected. I do not understand at all what he means when he says that "those who instruct the valuers have no kind "feeling towards several neighbours." I have nothing to say about that, because I do not understand it. I think that is all I need go into as regards his grievances. The grievance that he talks about as to the Yspytty and Penmachno farms as to their helping at Dyffryn Mymbyr I prefer not going into at all, because I do not understand it. It is a matter of arrangement in the farms that the people help one another at the sheep-shearing times and other times, as we have heard before.

The witness withdrew.

Mr. Ellis Pierce recalled and further examined.

Lord *Kenyon.*

15,541. Have you any thing further to say?—Only that I know about that tithe business. I was going over to Penmachno at that time when a certain person came and told me plainly in the house that he was to sign to pay the tithe with the rent, or else his farm would be let to another.

Lord *Kenyon*—continued.

The witness withdrew.

Secretary.

I recollect now that I did specially give notice to Mr. George Owen yesterday that this witness would be taken here, and not at Llanwrst, owing to the very large number of witnesses to be taken yesterday.

Mr. *George Owen.*

Yes, that is quite correct.

Mr. Thomas Williams called and examined through an Interpreter.

Lord *Kenyon.*

15,542. You are a tenant farmer?—No, I am not farming now.

15,543. What is your profession?—I am a retired farmer.

Lord *Kenyon*—continued.

The following statement of the witness was read by the interpreter:

"Evidence of Mr. Thomas Williams, Mr. Ellis Williams, and Mr. Robert Williams,

Lord *Kenyon*—continued.

relating to the parish of Dolwyddelen. A portion of the Gwydir estate, in the above parish. Acreage, 14,456 acres.

See 15,628.

Occupation.—Farms let from year to year. Tenancy terminates on 30th of November. No farm held on lease to our knowledge. No demand for leases. The tenants are not changed now. We do not know of any instance of a tenant receiving notices or corresponding compensation when a portion of his land was taken from him for planting trees, building, &c., and of no example of a change in the rent when part of the land is taken for opening a quarry. A few are slightly compensated, others receive no compensation.

The land is held under agreements, and generally the farmers do not receive a copy of such agreements.

The rent is fixed at a gross sum, and not at so much per acre, and consequently the rents may be very uneven. The rents of smaller buildings are higher as compared with those of large farms. There is no spot in the parish called a common, although it is hilly; and the farms are taken by private treaty. An out-going tenant has permission to name an in-coming tenant, if everything is satisfactory.

No rent is fixed by arbitration, but by re-valuation of valuers appointed by the estate. This was done twice during the last 50 years, with a general rise in the rent. Abatements of 15 to 20 per cent. have been made during depressed times for 27 years, during the 50 years referred to, but no general reduction in rent was made.

See 15,555, 15,630.

Information of a proposed abatement is conveyed a fortnight beforehand at the foot of the notice sent to state the place and day the rent will be received.

We are able through the kindness of the family who own the Gwydir Estate towards their tenants in times of depression to give the following table to show the "good times" and the "bad times" with regard to the prices of cattle during the last 50 years:—

TABLE.

Bad Times.	Good Times.
From 1833 to 1853.	From 1854 to 1876.
„ 1877 „ 1882.	„ 1883 „ 1885.
„ 1886 „ 1889.	„ 1890 „ 1891.
„ 1892 „ 1893.	

The rent is not asked for when it falls due, but within two or three months afterwards. The preferential claim acts injurously on other creditors. Tithes, chief rents, and the income tax, are paid by the landlords, and the local rates by the tenants. The only increase in the rates made lately was in the case of the water rate. It is paid by farmers generally, although they do not obtain any direct benefit from it, and they pay the highest sums.

The size of farms vary from 6 to 3,000 acres, and there are some instances of consolidation of holdings on uplands, which, in effect, lessen the produce, decrease the employment of labour, and reduce the population.

Lord *Kenyon*—continued.

Cultivation.—Proper attention is not paid to fences, walls, and ditches. Five per cent. is paid to the owner for wire fences, which are extremely useful to farmers. Land is going out of cultivation, and is of less value. Not a single important change has taken place during the last 50 years in the way of farming. All the buildings are now made by the owner, and fences, posts, &c., are readily obtained, and they have only to be conveyed and put in their places. Very few improvements now are effected by the tenants, and we do not know of anyone who has asked for a written consent to make special improvements, mentioned in the Agricultural Holdings Acts (1875 and 1883).

The agreement shows the circumstances between the coming and going of tenants. There are instances of tenants leaving without compensation for improvements and whether compensation was given for general and not for specific improvements, we do not know. The tenants have no right to hand over their interests in their tenancy to other tenants; but there are instances of permission being given. With regard to the Agricultural Holdings Act the landowner is not subject to it, and the Act is not satisfactory, because of its permissive principle.

Game Preserving.—There is no cause to complain of the game, and as far as we know, the keepers and the farmers have the best friendly feelings now, and all those who choose to take advantage of the Ground Game Act (1880), please themselves.

Agricultural Education.— Very little attention is paid to agricultural education, which is a great loss to farmers and to agriculture, and what is worse, the "fathers in agriculture" are opposed to education and experiments of any kind, and they oppose their own sons' ambitions in that direction, if such education and experiments suggest themselves to an occasional farmer's son. We do, in spite of this, invite more attention to be paid to agricultural education, and that one of the colleges should have authority to grant certificates in agricultural examinations, whereby capability and merit should have the first offer for a farm, for the benefit of the landlord, the tenant, and of the country. If education is beneficial for different trades, preaching, &c., why not beneficial for the art of farming land, keeping cattle, sheep, &c., inasmuch as it may be said the brain creates each one of them. Some instruction was given this year in dairy work and butter-making.

Co-operation.—The only co-operation existing among farmers now is for thrashing and shearing. We do not know of anyone here insuring their interests of whatever

Lord *Kenyon*—continued.

nature, with the exception of the owner insuring the buildings. We have no rule for engaging labourers, and very few of the farmers, comparatively speaking, contribute towards benefit societies, life insurance societies, &c.

The General Condition of the farming population.—There are only two farms half freehold in this parish, and we have no tenant here who has bought his holding. The tenants, their wives, sons, and daughters, take part in the work of the farms, and the children do not receive wages for their labour, only food and clothes, and the present rents would be impossible if wages were paid for the labour of the children. Many of the sons work harder than the labourers, and are obliged to attend to some duty after the workmen or labourers have finished their day's work, during the harvest, &c. Most of the servants are young and inexperienced men. The farmer derives very little comfort, less than the labourers under certain considerations, owing to his over-anxiety for his circumstances and his obligations. Many farmers have left the neighbourhood during the last 50 years, some to America, and others to the chief towns. Diaries and farming accounts are very imperfectly kept. The commencement and the end of the depression (with the exception of the end of the present depression) are given elsewhere.

Causes of the depression.—1. Imports; foreign goods, beef, mutton, &c., and it is to be feared these are sold at the same price as, and in the name of home meat.

2. Defective cultivation of land so as properly to produce the crops, rather than use it as grazing land.

3. Strikes, differences between capital and labour, which compel the working class to live on less food, clothes, &c., and, as a rule, money does not remain with the working class, because they live up to their wage, 'byw ati,' as is said.

The abolishing of duty on foreign corn affected the farmers on low lands, and the result is the low price of corn. They left the land in order to keep cows and sheep, and now foreign countries send large supplies of cattle, sheep, wool, &c., from land unrented (for the most part), and so much of this goes on, that the chief trade of the farmers of the British Islands has been blocked up, and especially Wales, because the farming of cows and sheep is the backbone of the produce of the country, so that the brunt of the present depression falls most on upland farmers.

Remedies.—1. The chief remedies for increasing profit from the land, is to farm it well, but somehow not many do that, in consequence of insecurity of tenure, and want of capital. Some of the heavy burdens which are constantly borne by farmers should be lightened, *e.g.*, rates, rent, tithe, &c., with a view to improve agriculture; and we do not believe it fair to rate only the house, garden, and buildings of the farmer.

Lord *Kenyon*—continued.

2. To start or organise some scheme for labelling foreign goods, so that they should not be sold to British subjects in the name of home goods. This ought to be done at once.

3. To reform the law of primogeniture, by making it obligatory on every heir to give 20 per cent. (more or less) of the rents yearly, for repairing and building on their estates.

4. Giving more opportunities for obtaining agricultural education in—

"(*a.*) Cultivating different kinds of lands, and to supply the proper kind of manure to the peculiar nature of the soil.

(*b.*) Breeding cattle and sheep.

(*c.*) Dairy-work, and making butter and cheese.

General relations between landlord and tenant.—The relation between landlord and tenant is perfectly friendly as long as the latter can meet the demands of the landlord, and the occasion when it shows itself most, is when halfway through the eating of the rent dinner.

We ought to have stated that labourers' wages have risen more than half what they were 50 years ago.

We do not approve of fair trade, but fair rent, security of tenure, and payment for improvements, and this is the best remedy, in our opinion, for agriculture and the country generally."

(Signed) Thomas Williams,
Pistyll Gwyn, Dolwyddelen
Ellis Williams,
Bertheos, Dolwyddelen.
Robert Williams,
Tan y Castell, Dolwyddelen.

Dolwyddelen,
Septr. 16, 1893."

15,544. Do you wish to give evidence for all those three gentlemen, or will they all three give evidence?—I should like to mention this. The farmers of Dolwyddelen had a meeting, and they asked us to come over here just to put that before you; that paper was prepared for all three.

15,545. You, I understand, represent the three, and the farmers of Dolwyddelen generally?—The other two are here if you like to call them.

Sir *John Llewelyn.*

14,546. It is a new suggestion and one that I am very much obliged for and shall very carefully think over—your suggestion under the head of "Agricultural Education" that "one of "the colleges should have authority to grant "certificates for agricultural examinations, "whereby capability and merit should have "the first offer for a farm." That is a new suggestion, and this is, I think, the first time that

Sir *John Llewelyn*—continued.

the Commissioners have heard of it. The question I was going to ask arising out of it was, whether young farmers of your neighbourhood go to college?—No, not any of them.

Lord *Kenyon.*

15,547. Would they attend the college at Bangor for instance if there were anything of that sort?—I cannot say whether they would or not, but we thought it would be a good thing if they did. The thing is to have a practical knowledge of farming.

Sir *John Llewelyn.*

15,548. Is not the practical knowledge better than the theoretical knowledge?—Well, I should think so.

Professor *Rhŷs.*

14,549. You want both?—The two would be very good.

Sir *John Llewelyn.*

15,550. Is there any inequality between the rents of the farms you have been referring to?—I cannot say they are the same according to the land; some are higher than others.

15,551. Some are too high?—Yes, I should say some are too high.

15,552. Have they been raised during the last 50 years?—Yes, I have heard there have been two—only one I remember. There has been one valuation in our parish.

15,553. Has there been any reduction?—No. I do not know about that.

15,554. Any abatement?—Oh, yes, there has been abatement. That is stated in the paper.

15,555. How much per cent., do you know?—Well, it is 20 now I think. I do not know exactly what time it commenced. I am not paying rent myself, but perhaps Mr. Curr can say.

15,556. Is there any common land in your parish?—No, I do not know of any.

Professor *Rhŷs.*

See 15,638, 15,639.

15,557. Do you know of any houses that have been taken which were built for a charitable purpose?—Well, indeed I am rather dark about that, but I know the parish had some houses and they do not have them now.

15,558. What is the history of that, do you know?—The history is this. When the parish kept their own paupers they built a row of houses at the top of the village.

15,559. Which village was that?—Dolwyddelen. I do not answer for any other place, you will understand.

15,560. I do not know anything about it, but the question has been put into my hand?—Yes. Those houses were built to accommodate the paupers and to save paying rent for other houses, and the paupers have been there years and years. Now those houses, I think, are under lease to the owners of Bwlch Quarry—I cannot be certain, but I think that the owners of the quarry that we call Bwlch Quarry have a lease of those houses, whatever the parish lost by them.

Professor *Rhŷs*—continued.

15,561. How did they get the control over them—how did they get the power over them—who gave them that power?—Through the consent of the estate, I suppose—no doubt about that.

15,562. Who gave them the lease?—Nobody had authority to give a lease—only the estate.

Mr. *Seebohm.*

15,563. The churchwardens?—No, the churchwardens had nothing to do with it.

Professor *Rhŷs.*

15,564. Who built those houses do you think?—The parish built the houses.

15,565. Not the estate?—No, not the estate.

15,566. What I want to know is, how the estate came to give the lease?—Because there was not a lease on them, they were on trust; the parish never had a lease; they built houses on trust; we call it "on word of mouth" ("ar air").

15,567. On the word of the landlord or the agent?—Well, the late Lord Willoughby.

15,568. They were built without any lease?—Yes, no lease at all.

15,569. And now they are under lease—they are leased to the Bwlch Quarry you say?—So I say.

15,570. What are they used for now?—Oh, they let them to tenants.

Mr. *Seebohm.*

15,571. Do you not think that they were under the overseers and churchwardens?—Now?

15,572. In old times?—Yes, the overseer arranged everything and looked after everything in those days.

15,573. And do you not think that the churchwardens and overseers gave the lease?—No, I do not. I know that they did not give the lease

15,574. You spoke about fair rents. What do you mean by fair rents?—To bring them down.

15,575. But our difficulty is this. We have got this land hunger, and I suppose that if the farms were put up to public tender the rents would be very much larger?—Oh, I do not know about that. I know the condition of most of the tenants.

15,576. When a farm is to let we are told that there is great competition for it?—It is so, certainly.

Lord *Kenyon.*

15,577. The market value of the holding is something greater than a fair rent?—Yes.

15,578. What do you mean by fair rent?—What the farmer can pay for so as to have a little for himself and his family. I should like every farmer to have an interest on his stock too, because if he has money he can have interest on his money.

15,579. On his capital, you mean?—Interest on his capital.

15,580. Such a rent as would enable a farmer to have, in the first place, interest on his capital, and, secondly, a living?—Yes, a living in the place, because I consider that every farmer in the parish I represent is doing worth his living.

Lord *Kenyon*—continued.

15,581. Have you any suggestion to make as to how a fair rent should be got at?—No, I have not, unless they would allow two valuers, one for each side—one for the tenant and one for the landlord.

15,582. It had better be at the beginning of the tenancy?—No, it would do good now as well.

15,583. Then for how long would that rent last?—Well, I do not know how long it would last. In our parish of Dolwyddelen I have known the rents to remain the same a very long time.

15,584. If good times came you would have the rent raised?—No, I do not think I would like that. I would consider the market, the high prices and the low prices, the same as it is now, and then put the rent according to just the middle of the market.

15,585. Then you would have to vary from year to year?—No, I do not mean that.

15,586. Every five years?—No, I cannot state any definite number of years. The rent of a farm should be such that in the good times they can put a little by to meet the bad times.

15,587. And you would keep it pretty much always the same?—Yes, keep it the same.

Professor *Rhŷs.*

15,588. I should like to ask one other question with regard to these houses. Did the parish pay any rent for them when they were used for paupers? Was any rent paid for them then, do you know?—Yes I think so; some ground rent we call it.

15,589. How long did that last; do you know?—I do not know indeed. It lasted for years and years.

15,590. Do you know at all how much it cost to build those houses?—They were built before I can remember, and I have been here now a long time.

15,591. Are you in favour of a protective duty?—No, not at all.

15,592. You are not?—No.

15,593. Do you suffer from game on your estate?—No; nobody complains about it.

15,594. You do not complain?—I did not hear anybody complain. I only answer for our parish, for what I hear.

15,595. Are you acquainted with the Agricultural Holdings Act?—Well, yes, a little.

15,596. Have you studied it?—No.

15,597. You cannot say, then, whether you think it would answer your own circumstances or not, or help in any way?—No, I cannot go into that at all.

15,598. You have not much knowledge of it?—No, I did not take much notice of it.

15,599. Do you remember 1868 and 1869; I suppose you do?—Oh, yes, well.

15,600. Were there any tenants turned out after the election there, or just before the election?—Yes, after the election.

15,601. Some were turned out?—Yes.

15,602. What sort of tenants were they?—Oh, good tenants.

15,603. Churchmen?—No, Nonconformists.

Professor *Rhŷs*—continued.

15,604. What were the tenants that succeeded them; were they Nonconformists too?—Well, I daresay they were, some of them; I forget now what they were.

15,605. How many were turned out, do you know?—No, I cannot go into particulars like that.

15,606. Half a dozen?—I do not know that there were more than half a dozen turned at once away. I did not count them.

15,607. We will say in 1869?—Yes, 1869 I think was the time they were turned out.

15,609. Several?—Will you kindly count them as I name them? Elias Owen, Tan y Castell; Richard Evans, Penamnan; John Williams, Llan; John Thomas, Pen. y groes, William Williams, Fedw; and the Reverend Eli Evans, Ty isaf. Eli Evans had a warning, but he would not go.

15,609. Did he have a rise in his rent?—I cannot tell you. I should like to mention this. The Willoughby Estate at that time was under trustees to my knowledge.

15,610. Not in the control of the present owner?—Oh, no, nor of his mother either. After Lady Willoughby, the mother of the present owner, came into possession of the place she settled everything with Eli Evans, and everything was put right. I do not mean after he became owner of the estate, but after his mother became owner of the estate.

15,611. Have you finished your instances. You have given five who were evicted?—Well, I cannot remember more now so as to be sure of it.

15,612. I do not want you to say anything that you are not sure of?—Those five that I have mentioned I think belonged to the Liberals at that time. There was some money collected, and they all had that money to help them in their trouble. There was a Liberal fund.

15,613. A fund got up by Liberal politicians and their friends?—Yes, drawn up by Liberal politicians, and those five were assisted—I do not say Eli Evans; but the five had money from that fund.

15,614. They had assistance from that fund?—Yes, from that fund.

15,615. Then I suppose the case created a good deal of excitement at the time?—Oh, it made such a row in Dolwyddelen all over the place.

15,616. Was it written about?—Yes, written about in every paper.

Sir *John Llewelyn.*

15,617. Was that 24 years ago—1869?—Well, I thing that election was in 1868. I think it was in March, and the notices to quit came in May.

15,618. Do you know of any similar instances since the Ballot Act came into force?—No, I do not know anything—I never heard anything about it. I do not recollect that I heard of any one.

Mr. *Seebohm.*

15,619. Then you are not afraid of that now?—No, I am not afraid of it whatever, and there is nothing on the estate now against it.

The witness withdrew.

Mr. ELLIS WILLIAMS called and examined through an interpreter.

Lord *Kenyon.*

15,620. You are Ellis Williams of Bertheos?—Yes.

15,621. You have heard the evidence of Mr. William Thomas Williams?—Yes, I have heard the evidence of Mr. Williams and I agree with it.

15,622. And have you anything further you wish to say?—No, nothing further. Everything I thought of saying was written down.

15,623. Do you mean in that paper you have there? Is it a copy of this which I have here?—Yes, in the paper. It is a copy of the same evidence.

Lord *Kenyon*—continued.

Lord *Kenyon.*

15,624. We thank you very much for coming here, and we may take your evidence as being the same as that of Mr. Thomas Williams.

Mr. ROBERT WILLIAMS called and examined through an interpreter.

Lord *Kenyon.*

15,625. You are Mr. Robert Williams?—Yes.

15,626. And do you corroborate the evidence you have heard of Mr. Thomas Williams?—Yes, I agree with the whole of it.

15,627. And I think you have something further you wish to add yourself, have you not?—Yes.

The interpreter read the following statement of the witness.

"A summary of the evidence of R. Williams, Tancastell, Dolwyddelen.

"The rent and buildings.

"In the year 1867 I received the tenancy of Ty ucha'r ffordd after my late father. The rent at that time was 19*l.*

"In the year 1869 the rent was raised to 25*l.*, besides taking away from me a dwelling-house in connexion with the farm, from which I received 3*l.* 10*s.* rent, and a strip of land was taken away without making any change in the rent, which had been raised to 28*l.* 10*s.*

"All the buildings were put up by my father, which had by this time become dilapidated, and although we made several requests to have them repaired, nothing was done.

"In the year 1882, the agent asked me to take another farm, Tanycastell, in connexion with mine (namely, the late Elias Owen's farm, relating to which, evidence was given by Mr. Owen Owens before the Commission at Llanrwst), and if I only took the two consolidated farms, I should have all necessary buildings, but nothing but promises were received during the last 11 years.

"It was not without much hesitation that I consented to take Tanycastell owing to its unreasonable rent, which was raised from 20*l.* to 40*l.* 10*s.* in the year 1869, and as the estate did not promise to repair the buildings of my old home, I consented to take the two, thinking I should have suitable buildings to carry on the business of the farm, and hoping I should have a reduction, as the rent had been raised under exceptional circumstances, for other persons, and not for us."

I also wish to corroborate the evidence of Owen Owens, as given at Llanrwst yesterday, and as reported in the "Liverpool Courier" for to-day.

See 14,3 14,3

Lord *Kenyon*—continued.

The witness withdrew.

Mr. HENRY CURR re alled and further examined.

Lord *Kenyon.*

15,628. I understand you want to make some statement with regard to some evidence which has been given by the tenants?—Yes. On one or two points I think the tenants made mistakes. First, with regard to planting, we have always paid compensation for land taken for planting. With regard to quarrying, the lessees are bound to settle with the tenant for all damage which may be caused to his land.

Lord *Kenyon*—continued.

15,629. You have had no examples and instances of that?—No.

15,630. The tenant says he does not know of any?—Then there was mentioned the abatement of 5 per cent. Now for six years 20 per cent. has been paid; for two years 15 per cent. paid, and for two years 10 per cent.

15,631. This has all been given before?—Yes.

Professor *Rhŷs.*

15,632. I think his Welsh evidence was correct on that. He said from 1*s.* to 4*s.* in the pound?—Yes; but we have never paid 5 per cent.; never less than 10, and only two years 10.

Lord *Kenyon.*

15,633. A reduction?—An abatement.

15,634. The abatement was 2*s.*?—For two years we paid 10 per cent., for six years 20 per cent., and two years 15 per cent. Then there was a complaint about the preference to the proprietor.

Professor *Rhŷs.*

16,635. He said 1*s.* to 4*s.* in the pound?—From 1*s.* to 4*s.*

15,636. From 2*s.* to 4*s.* would be right?—Yes.

Lord *Kenyon.*

15,637. What do you say, then, as to the complaints about the preference to the proprietors?—I would point out if that preference was done away with, we would ask, as we do in Scotland, for beforehand rents or security for payment of the rent. This would not be to the advantage of the tenant, although it might be some advantage to the tradesmen dealing with the tenant.

15,638. That is a matter of opinion?—Quite so; but that would be my view. Then, in no case has anyone claimed compensation for improvements that has not received them in my time within the last 20 years. In the statements they referred to tithe. All tithe is now paid by Lord Ancaster, and no part is charged against the tenant. With regard to the parish-houses, I was told when I came to the estate that the parish-houses belonged to the estate—were built by the estate. That may be or may not be, but they are not let on lease with the Bwlch Quarry, but are let from year to year. They are let at 3*l.* a year.

Professor *Rhŷs.*

15,639. It was admitted that rent was paid by the parish for them, and that they were used for paupers?—They have not been required for paupers for many years; but were let from year to year at 3*l.* a year.

Lord *Kenyon.*

15,640. I take it Lord Ancaster is satisfied as to these cottages?—Yes. Then, with regard to Tan-y-Castell, all I can say is that the previous tenant did very well in the place; and this man took the farm of Tan-y-Castell at the same rent. Probably we have not been able to make his buildings satisfactory to him, but gradually we have been going over the whole of the estate. He has got something done for him, and, no doubt, he will get more. I think those are all the points.

Professor *Rhŷs.*

15,641. About the evictions, what do you say?—With regard to the evictions I can say this: that 1869 was the year the valuation of the estate was made; and I suspect it was supposed in some of those cases the tenants were evicted from political motives, when really they had not been able to arrange with regard to rent. Of course, it was before my day, but Mr. Warren assured me no case of eviction had taken place for political opinions.

15,642. You say that?—Yes.

Mr. *Seebohm.*

15,643. In fact the Liberals, who happened to be turned out then, may have been five out of a considerable number?—No, I do not say that. I am not aware that there may not have been more changes than have been mentioned.

Lord *Kenyon.*

15,644. All you say is, there have been no evictions from political motives?—No.

15,645. Your tenants stated there were?—Yes, Lord Ancaster's tenants stated so.

Professor *Rhŷs.*

15,646. I understood one of them to say there were five turned out at the time?—Yes.

15,647. You are not aware that there were more?—No, and I do not believe there were any.

Mr. *Seebohm.*

15,648. There were no Conservatives turned out to your knowledge?—No.

Lord *Kenyon.*

15,649. Do I understand you to say that prepayment of rent is required in Scotland now at times?—In all cases.

15,650. Is that because there was no preferential claim?—What was called the right or law of hypothec has been done away with.

15,651. No preferential claim can be made in Scotland?—Yes.

15,652. That is the case?—Yes.

Lord *Kenyon*—continued.

15,653. I ask for information?—Yes, that is right.

15,654. That is a very interesting piece of information?—It is necessary, because the present proprietor has no security for his rent.

Mr. *Seebohm.*

15,655. Leases are much more common in Scotland?—Almost universal.

Sir *John Llewelyn.*

15,656. Nineteen years' leases, are they not, usually?—I may mention that in recent years there has been a break of five years. Nineteen years' leases are granted of arable lands and 11 years of sheep farms, with power to either party to put an end to the lease at the end of any period of five years by giving notice; that is because these bad times may improve or get worse.

Mr. *Seebohm.*

15,657. Notice on either side?—On either side.

15,658. It is from five years to five years really?—Really it is so; but still the leases are 19 years for arable farms, and 11 years for sheep farms.

15,659. Would not a lease from five years to five years meet almost the same points as Mr. Bryn Roberts put?—No. The break is really for the benefit of the tenant. In good years the landlord does not give notice to terminate at the end of five years, whereas the tenant can get out of it free in five years if the times are bad.

15,660. What I understood Mr. Bryn Roberts to say was, that if rent was agreed upon between the landlord and tenant, by getting it registered in the county court, they could practically have it enrolled for six or seven years, I forget which it was. Here, by having a lease from five years to five years, you get that same advantage without any magistrate or court?—Lord Ancaster would have been quite willing to grant a lease with breaks during the last 20 years.

15,661. On the whole of your Scotch estates, have you considered that leases from five years to five years worked well?—Yes, on the part of the tenants. I have had no experience there of a break being taken advantage of by the landlord. The old leases are 19 years, and I may say the proprietors have not in any cases given notice. In one or two cases tenants have intimated that they would take advantage of the break—in one or two cases out of 200 tenants.

15,662. I do not quite understand that you answered my question,—that on the whole that system worked well in Scotland?—It does.

15,663. And what would be the reason why it would not work well here?—I have no reason to suppose it would not work well here.

Lord *Kenyon.*

15,664. Simply it is not the custom of the country?—Simply it is not the custom of the country.

Mr. *Seebohm.*

15,665. And you think it is not judicious to introduce it here?—In my opinion the tenant is better off here. He is a perpetual holder as a general rule instead of being disturbed, as he might be if a leaseholder; at the end of five years, the rent is re-considered and perhaps there is an increase of rent.

15,666. Do they go on for many generations in the same family?—Oh, yes, for hundreds of years.

Professor *Rhŷs.*

15,667. They are generally larger farms in Scotland than they are on the average in Wales?—Yes, they are as a general rule.

Lord *Kenyon.*

15,668. You said in Scotland a preferential claim does not exist. Which do you consider the best for the tenant?—Oh, undoubtedly the preferential, and many of the tenants know that now, and they regret very much that they did not know it before the Act passed. They see the old law benefited them.

15,669. They see that in Scotland?—Yes, in Scotland. It benefits the manure merchant, the blacksmith, and other tradesmen, there is no doubt; but the tenant must find security or pay rent beforehand.

Mr. *Seebohm.*

15,670. Have those persons who have this long lease for 19 years an abatement?—Oh, yes, they have had the same abatement as the tenants on Lord Ancaster's Welsh property, except the tenants who have had leases within the last few years at reduced rents. They have had no abatements.

Mr. John Blud called and examined.

Lord *Kenyon.*

15,671. You are a market gardener and a dealer, and you wish to give evidence as to the conditions under which you hold a piece of land, cultivated as a market garden; is that so?—Yes.

15,672. Where is it situated?—In the parish of Eirias, near to Colwyn Bay.

15,673. In Denbighshire is it?—Yes.

15,674. Have you some statement to make?—Yes

Lord *Kenyon*—continued.

15,675. Will you read it?—The piece of land I hold is about seven acres in extent. I rented it from its former owner Mr. Frost, of Min y Don, Old Colwyn. It was then farmed by himself. I took it at Christmas 1890. I took it by special agreement, at a rental of 5*l.* per acre, the landlord to pay all tithes and rates, &c. In the the ag eement, the landlord reserved the right to sell the land at the expiration of six months, but agreed in the event of doing so, to allow me

Lord *Kenyon*—continued.

the current half-year's rent, and to take over all crops and fruit trees, and to give me reasonable compensation for unexhausted improvements.

15,676. Have you a copy of that?—No, I have not a copy.

15,677. It was a special agreement?—It was a special agreement.

15,678. Signed?—Yes.

15,679. And stamped?—Yes; and I may here remark that, had I been aware of the provisions of the Agricultural Holdings Act, that agreement would have been quite unnecessary, but I was ignorant at the time of its provisions. Had I known of it, there would have been no necessity for this special agreement.

15,680. How long ago was this?—Christmas 1890, I believe. Under that agreement the landlord let me this land to be used and cultivated as a market garden. I could have claimed compensation for improvements made, and I think that is an instance of showing the necessity of making this Agricultural Holdings Act known. Compensation was to be given me on the valuation, in the event of the land being sold, the valuation to be made by two valuers to be appointed by either party. The landlord gave me the option of purchase, and fixed a price for the first six months, the sum named being 1,300*l.*

Sir *John Llewelyn.*

15,681. For the seven acres?—For the seven acres. But I may here state that there is a very valuable bed of sand adjoining the road from which sand has been taken for the purposes of building up the town of Colwyn Bay, and that no doubt adds very much to its value. The land was fairly good when I took to it and adjacent to the town, but of a light sandy nature. My expenses for working this field, including rent, manure, seeds, horse, and manual labour, but not reckoning my own time, amounted per year to about 15*l.* per acre, or 100*l.* in all. For the years 1891 and 1892, my crops generally were excellent. This year crops are very much a failure owing to the drought. That is especially so with regard to peas and green vegetables. The potatoes are very good. I planted a number of fruit trees, but they have not borne any fruit, but ground fruit, such as strawberries and raspberries, have done well. Last year I gathered strawberries from the third week in June till the third week in August. This year I commenced to gather strawberries the second week in May, or as early as they were being gathered in the South of France. I have the list from Covent Garden every week as a trader, and I take particular notice.

Mr. *Seebohm.*

15,682. This was a very early year, I suppose, here?—Yes, about six weeks earlier than last year, but there are spots in the district of Colwyn Bay that are very well sheltered and equally as early, in my opinion, as Cornwall or Jersey. After I had held the land for 12 months and found it productive, I wrote

Mr. *Seebohm*—continued.

inquiring if the land was still on sale at the price named in the agreement, namely, 1,300*l.* but received a reply stating that it would be 1,500*l.*, and that no less would be taken. I naturally came to the conclusion that owing to the money and labour I had spent on the land, the owner wanted 200*l.* more. Last autumn the land was sold to a Mr. Koffler, a Jewish gentleman, who I believe is a land speculator, for nearly 1,500*l.* I cannot speak to the exact amount, but I believe it is over 1,400*l.*, and I have heard that it is very nearly 1,500*l.* This came upon me as a surprise, as I did not get any notice except from Mr. Koffler himself that he intended to purchase the land, but it was sold subject to my agreement, and as I felt I could not put any confidence in the present owner as a landlord, I agreed with him to give up possession at the end of this month; the terms we agreed upon being rent free from Christmas last, and 50*l.* to be paid me for the fruit trees and other improvements. I may here say that I consider having it rent free from last Christmas to the present time equal to a full year's rent, because I have had the opportunity of getting a year's crops, and I have not the winter's expenses. On the whole, I consider that I have been fairly well remunerated for my labour with this field, but of course, by keeping a shop, I have been able to dispose of the produce to the best advantage. But on the other hand my working expenses have been heavy, owing to my having to pay for horse hire, and my general health not having been good. My experience has proved to me very conclusively that there is hardly any limit to what land will produce, provided it is properly cultivated, and especially is this so, in a sheltered district like Colwyn Bay. I could point you to a few gardens belonging to gentlemen in the district which have been taken from the barren hillside and which have been made to blossom and bring forth abundantly. I may state that I have gathered strawberries myself, and I have also seen cherries, very fine fruit, which would this year have taken the top prices in Covent Garden Market, which have been gathered as early as they were sent from the South of France. My opinion is that if you increase by better cultivation production, you at the same time indirectly create a demand for that increased production. That is if you spend, of course, wisely 50*l.* or 100*l.* in the better cultivation of a piece of land, the trade of the country benefits by that amount and you increase to a corresponding degree a demand for that which you produce. I spent money on this field, because I had some security. Farmers generally, I believe, would do the same, providing they had fixity of tenure and security, or compensation for improvements made, but they have no security. Goldsmith tells us that the Swiss peasant is happy round his log fire at night, because he sits down the monarch of a shed, but the Welsh tenant farmer is only a tenant at will; he is not even monarch of a shed, and whether in the hands of a good or a bad landlord, the rich capitalist can buy up his

Mr. *Seebohm*—continued.

farm, and he must clear off bag and baggage without any compensation.

Sir *John Llewelyn*

15,683. That is not the case under the present law, is it?—But the present law I believe is not compulsory; it is optional and the landlord can contract himself out of the Act I believe.

Lord *Kenyon.*

Oh, no, it is clearly compulsory.

Sir *John Llewelyn.*

15,684. The fifth clause distinctly forbids him contracting himself out of the Act. However, I do not want to interrupt you; I am very interested in your statement?—But I understand that he asks for permission for the land to be cultivated as a market garden. I believe so.

Lord *Kenyon.*

The consent of the landlord is necessarily required for that.

Sir *John Llewelyn.*

15,685. For some things—for market gardening?—Yes. Well, I think it shows the necessity of making the people round about acquainted with these different Acts. I once had a conversation with an Irish gentleman and I was astonished with his intimate acquaintance with the different Acts that had been passed for Ireland, and he told me that the father in the district came round when a new Act was passed and explained it to the peasantry clause by clause. I think if we had someone to go round after this Commission, in the same way, when we get a new Act with reference to the land, and to explain it to the people, it would be a very good thing, and it would be of advantage and benefit to all. We spend money on the improvement of our ships and our machinery and on everything except the development of the land and its resources. It seems to me that every barrier which the evil one himself could devise has been devised to prevent money being spent on the better tillage of the ground. What is wanted, too, are Land Courts and a compulsory and generous scheme of land purchase. If the Government would provide for the Welsh farmer facilities for the purchase of his holdings he would at once be inspired by new hopes and would work with greater energy and success. The late Government has freely placed at the disposal of the Irish tenantry money to purchase their holdings on the security of their tenant right. I hope, as the result of this inquiry, they will do the same for Wales. This is very much a socialistic idea—this land-purchase scheme; but still we are all socialists now, I believe, more or less.

Sir *John Llewelyn.*

15,586. You think what is good for Ireland would be good for Wales?—Yes. Another matter which I wish to call attention to is the unearned

Sir *John Llewelyn*—continued.

increment question or betterment principle. There is land in the Colwyn Bay District the value of which has been increasing ten fold, because an industrial population has grown up around it. I consider it unjust to the community that one man should be able to reap values that have accrued by the labour and industry of many. Such values, I hold, ought to be taxed to the utmost, and where a tenant is disturbed on account of the land being sold for building purposes that tenants should be very liberally compensated for disturbance. This would in some way prevent capitalists, by reason of their money power, being able to buy up and devote to pleasure that which by Providence has been intended to afford sustenance and support to many. Another matter I wish to call your attention to is the deplorable condition, sanitary and otherwise, of the farm holdings in Wales. I am well acquainted with an estate of the Duke of Sutherland's, in Shropshire, and I have often remarked the good buildings and the comfortable homes and the material prosperity of the Duke's tenantry as a whole, especially the cottier farmers, and have marked the contrast to the wretched homesteads in Wales where the houses are many of them unfit for habitation. The buildings for cattle are still more wretched, and all seem to have been built in a hap-hazard way, without any view to comfort or utility. The sewage, which should go to enrich the land, is allowed to find its way to the nearest stream from which the people often get their drinking water. The farmer's roads, too, are bad, in fact everything seems to conspire to discourage and dishearten the tenant farmer. To sum up, I consider the agricultural depression to be nothing more than a want of common justice in our land system, in many cases a want of capital and perhaps sometimes a depression of brains.

15,687. How long have you been in Wales?—Seven years.

15,688. You might have bought your land for 1,300*l.*?—Yes.

15,689. If you had then bought it for 1,300*l.*, now you might have sold it for 1,500*l.*?—Yes. I may say that the present holder has bought it for 10*d.* a yard and he is asking now 3*s.* I do not know whether he will get it.

15,690. People who develop a place like Colwyn Bay get what I think it is fair to call an unearned increment if they earn it—the people who have developed the place?—The people who have developed the place; I agree with you.

15,691. If you had been a freeholder instead of merely a short leaseholder, of seven years or less, you would have been probably one of those people who would have ended in developing Colwyn Bay, and your increment would then have been an earned one?—To a certain extent.

15,692. You would have made the land so much more valuable, but you would have earned the increased value in the land?—But had not the population grown up around it my efforts would not have been the sole cause.

Sir *John Llewelyn*—continued.

15,693. But the efforts of the people who developed Colwyn Bay would have been successful?—Yes, and I should consider they should each share in the increased taxation.

15,694. You would not call it unearned in the case of the people who develop the place, not only Colwyn Bay, but many other places along the coast?—But I look upon it in this light, that people who have an estate, practically have made no special effort, but the population has grown up around and the land has simply gone up in value, and I think they should pay a proper share of their taxation of that increased value.

15,695. You think it would be a good thing if there was a fund instituted by Government from which you could borrow the money to become your own landlord?—Yes, I think it would be a good thing.

15,696. Not only your own land, personally, but with regard to other occupiers of land in the country?—Yes, I think that is so.

Sir *John Llewelyn.*

It is a useful Socialistic view. I cannot see that any people would suffer from it, and I can see a great many who would benefit by it.

Mr. *Seebohm.*

15,697. Supposing, for instance, that the tenant farmers of Wales had been the actual owners of their property before these bad times came, say 20 years ago, upon whom would the burden of the bad times have fallen?—The question is whether the bad times would have arisen if we had had a better cultivation of the land.

15,698. But then we have lost in the prices of corn, and we have lost, too, in the price of animals owing to foreign competition and one thing and another?—Something has been said to-day about giving the agricultural class a better education. As a dealer I can see this, that there is an indisposition on the part of the Welsh tenant farmers to cater to the taste of the English people along the coast. I speak with regard to dairy produce. A great deal of the dairy produce that comes into Colwyn Bay is Danish butter, and it is simply bought because of its uniformity of quality, which is generally good, while the butter from the dairy farms near is not good; it may be from the want of proper dairy accommodation, and it may be from the want of management, and the want of education.

15,699. But taking the people exactly as they are, supposing that you had converted them 20 years ago into owners of their holdings, then they would have had to bear the brunt of the bad times that came. They could not have got their rent reduced, because they would have no rents to pay; if they had borrowed money the interest on the money would not have been reduced; they would have had to bear the full brunt of the bad times?—Yes. If bad times had actually come, they could have sold out, and you see in some respects it depends where they are situated, and the price of the land

Mr. *Seebohm*—continued.

going up while the prices of their produce have not. They would have been really better off. Had they owned land, as Mr. Frost did, along the coast, they would have been ready to sell, I have no doubt, at the increased price of the land.

15,700. And there would have been so many sellers, but not many purchasers?—It must be noticed that the wealth of the country keeps on increasing in a certain way; there are many buyers of the land, and there is always a land hunger among the people to a certain extent; there is plenty of demand for it.

15,701. Let me put another question upon a different point. There are, say, 200,000 tenant farmers in England and Wales, and about six millions of families who are not tenant farmers. To enable all those 200,000 tenant farmers to buy their land, the risk of the transaction would be laid upon the others who are not tenant farmers. Would you not think, looking at it from a Socialistic point of view, that, for instance, the labourer would have just as much right to say, "Lend me money to buy my cottage," and the shopkeeper to say, "Lend me "money to buy my shop." Why is the tenant farmer to be the one who is so specially favoured by Government?—Because the land is a different property. The land has duties as well as rights, I believe. It is a different property to any other kind of property.

15,702. I only want to bring out your views upon the question?—Perhaps it does follow that if the Government lent money to the Irish tenant farmer to purchase his holding on the security of his tenant right that the tenant farmers of England and Wales should have their opportunity. With regard to other property, I do not think it does follow, because every other property is different from land.

15,703. I quite admit that, but then you see we really have been treating Ireland as though they were children; we have treated them as persons who could not make free bargains and all that kind of thing. Supposing we were to treat the Welsh farmers in just the same way, would it be as good for them 50 years hence, as if they had been put upon their own mettle and had to educate themselves, and fight their battles on their own footing, as it were. I think it would be better. For instance, as I have pointed out, you cannot spend money in the cultivation of land without really creating a demand for that which the land produces. The money which is spent upon the better cultivation of the land goes to help and feed every other industry in the country. I think that is mutual all round, is it not?—Yes. Those of us who have read John Stuart Mill and other books know that money well spent does produce itself and labour too, though we cannot go into those questions now.

Professor *Rhŷs.*

15,704. You think it would be best for them to look after themselves than to have legislation for them?—I do not think so.

Professor *Rhŷs*—continued.

15,705. But you said just now that you had not read the Agricultural Holdings Act, and I take it that you are a leader in your neighbourhood?—No.

15,706. I should take it you have been discussing these questions a good many times before, and you admit that you have not read the Agricultural Holdings Act. What about the small farmers round about the country, who do not understand English even—many of them. Do you think that they would know what is in these Acts that concern themselves?—When I said just now that I thought they should be left to look to themselves on the land, I meant that they should be left to themselves, but that they should be given a fair chance of helping themselves. As regards looking after them and educating them in these matters, I think they should be educated.

15,707. I agree with you perfectly. That is one of the most hopeless things about it to my mind, that they do not help themselves, and do not have a clear understanding of what they are entitled to and ask for it. How would you suggest that they should be educated in that direction? I think it would be both pleasanter for the tenants and the landlords if they did not let themselves go in this indefinite sort of way, without understanding what they are entitled to and what they are not?—I believe a fund has been provided for technical education, though we have not had it carried out in this district. In some districts I believe it has been carried out with great benefit to the agricultural people.

15,708. But what I am pointing to is not anything like that. Here are people who have agreements, and do not take the trouble to ascertain what is in those agreements. Then when the expiration of their term comes they think they are entitled to something which by their agreement they are not entitled to: then come disappointments and complaints, and so on. How are you to educate them to prevent these things taking place?—I am not here to propound a scheme.

15,709. Well, I should like to have your view, as you seem to me to have considered many of these things before?—I believe it would be very feasible and very easy to educate them as to these different Acts. The reason I have not read the Agricultural Holdings Act is because I have not been directly interested in the land. I have taken a general interest in these questions, but it is a very rare thing for one to read an Act of Parliament right through. Directly I become interested in the land, then I become fully acquainted with the provisions of the Act.

Professor *Rhŷs*—continued.

15,710. But you have seen, probably, from the evidence that has already been given, and from what you have heard, that there is a great deal of doubt, and that people are hazy about their obligations and rights?—I believe they are ignorant of many of these things, and that they want educating them.

15,711. How would you suggest they should be educated? You could not bring it under the head of technical education, you know?—We have men appointed by the Government educating the people with regard to bee-keeping and dairying, and horticultural work, and I think they ought to appoint a man to come, say once in 12 months, and inform the people of the provisions of these Acts. I think it would be a very easy matter.

Mr. *Seebohm.*

15,712. Do you think if all these Acts affecting the agriculturalist had first by law to be translated into Welsh, and then placed in every post office throughout Wales, that that would do something towards taking away this ignorance?—Yes, I think some such scheme as that would answer. At the same time I think these Acts should be made compulsory.

15,713. You are not alluding to the Agricultural Holdings Act, are you?—I believe the tenant has to obtain permission to work his garden

Lord *Kenyon.*

I suggest you should read it.

Professor *Rhŷs.*

I do not think you have quite finished your study of it?—There are provisions as to those matters, but that does not, of course, prove that is satisfactory.

The witness withdrew.

Mr. C. H. Darbishire called and examined.

Lord *Kenyon.*

See 27,646–27,654.

15,714. You are chairman of the Penmaenmawr Local Board, I think?—I am.

15,715. And county councillor for the district, Dwygyfylchi?—I am.

15,716. And county magistrate, quarry owner and manager. What do you wish to speak about?—I wish to speak on behalf of the Penmaenmawr Local Board, with reference to the Crown wastes and commons, of which there are some in the parish of Dwgyfylchi, and over which there is no recognised authority to control the wage of the surface, more especially to preserve and maintain all the public rights over the whole of these common wastes and ffriths, to prevent encroachments, and to regulate the rights of pasture, so that they may be the greatest possible advantage to the general public.

Lord *Kenyon*—continued.

15,717. Have these Crown lands been parted with in any way, or have there been Enclosure Acts by Act of Parliament or otherwise?—The

Lord *Kenyon*—continued.

Crown only has rights over the minerals. The manorial rights have been sold.

15,718. There are rights that have been sold?—The manorial rights have been sold, but that does not interfere with the rights of the public turning on cattle. What was sold was only what the Crown was able to sell. The rights of the public to turn cattle and sheep on still remain. This Crown property is of two kinds, one is what they call the "Ffrith fawr," which is enclosed, and has been enclosed by encroachments. The encroachments were made during the early part of this century, each tenant and each farmer choosing a selected place that suited him to wall round, and as these encroachments gradually grew round what they call the "Ffrith," the squatters eventually combined to fill up the gap by a fence or wall, and so enclosed a large area.

15,719. Are they enclosing the Crown land, or the land over which the people who bought the land had rights?—They encroached on any Crown rights whatever they were, and they encroached on what was public property.

15,720. Which was common?—Which was common, and the tenants and others built the wall round this encroachment, and so enclosed a large piece of ground called the Ffrith fawr.

Professor *Rhŷs*.

15,721. How long ago?—The early part of this century. The people who originally made the enclosure are since dead, and the representatives have attempted in many ways to enforce their rights, but they have never succeeded thoroughly. But still, there is no recognised authority to maintain the public rights, whatever they are. Indeed, there are encroachments being made at the present time. The late Mr. Sudbury purchased a portion of these manorial rights that have been sold by the Crown, and attempted to prevent an encroachment being made by the tenant of Trwynwlfa, that is within the last few years. The fence was pulled down, but was put up again, and there is no recognised authority to prevent this. Indeed, Mr. Picton, M.P. for Leicester, on one occasion lately put a question in the House to the Secretary to the Treasury, with reference to an encroachment on this very *Ffrith fawr*. The reply was, that the Crown only dealt with minerals, and had no concern whatever with the public rights over the surface. Now the Penmaenmawr Local Board wish me to put forcibly before this Commission, that it would be very desirable, if it were possible, that some authority should have power. It is just the guarding of these public interests, whether over the common lands, or the footways, or the ways of communication, wherever they exist, that ought to be provided for by some recognised authority. It is hoped, that in the District Councils Bill the power and duty of guarding these public rights will be entrusted to the local authorities, who as representatives of the people are naturally the proper authorities to accept the responsibility of maintaining the public rights, and seeing that they

Professor *Rhŷs*—continued.

are not lost to the public, or interfered with except for public benefit.

15,722. This question arises from the ancient properties and rights of a monastery or an abbey here, does it not?—No, there is no abbey at Penmaenmawr.

15,723. There was one lately described in the papers as discussed by the Conway people. This is not the same then?—No.

15,724. There are more burning questions than one, of this kind?—I dare say. It is not in our district.

Mr. *Seebohm*.

15,725. I understand that some time back, it may be hundreds of years back, all the mountains in North Wales belonged to the Crown. Is that generally understood to be so?—I cannot say.

15,726. Then do you understand that now the mountains are almost always the property of individuals, subject to public rights?—No, about us they are not. About us they are the Crown wastes, and the public use them.

15,727. In whom do you suppose the freehold is vested; in the Crown, or in the Lord of the Manor or the owner of the estate?—Indeed I cannot answer that question. I do not know who the freeholder is. The Crown owns the minerals.

15,728. But then I think you said that they parted with everything except the minerals?—I think that what they parted with were only the rights of shooting over it. My father happened to buy it. He gave 680*l.* for the Crown rights over the surface, whatever they were, but those Crown rights did not interfere with the public using the surface freely, either as passing over it wherever they liked, or turning cattle thereon.

15,729. Then the Crown, one would suppose, ought to represent the community?—It ought. Mr. Picton, M.P. for Leicester, asked his question, but could get no assistance from the Crown in any way whatever to prevent these encroachments.

15,730. Did he apply to the Office of Woods and Forests?—He asked a question in the House of the Secretary to the Treasury.

15,731. The difficulty in the matter seems to lie in, who are the persons who are responsible for protecting public rights in these wastes. Of course if the freehold remained in the Crown the Crown would be the authority, one would suppose, which ought to protect the public rights; but if they have parted with their freehold in the mountains to the individual estates in the neighbourhood, they have parted with their power to deal with the question, except through Parliament?—I suppose that is so. They will not do anything.

15,732. We understood from you that you think the whole question should be gone into, and the public rights somehow or other protected by local authority?—By a recognised authority. And in the District Councils Bill it is hoped that some sort of provision will be made for that.

15,733. Do you happen to know the Valley of Aber?—I know it from having been up it.

Mr. *Seebohm*—continued.

15,734. Have you ever heard there was once a great number of tenants in that valley 40 or 50 years ago?—No, I never have done.

15,735. Do you think the little farms high up in the mountains have almost always originated in encroachments?—Yes, certainly, high up.

15,736. And the number has increased during the present century very largely?—Up to a certain date. I forget exactly, but I think it was 1837 there were a great many encroachments, and the Crown gave title on the payment of 5*s.*

15,737. That shows at that time the Crown was the owner of the freehold?—I suppose it does.

15,738. Has there been anything since, do you suppose, to take it out of the hands of the Crown?—I do not know. This is a plan of the ground wastes which would show many encroachments on to it. [*Handing plan.*]

15,739. Is that Penmaenmawr? — This is Penmaenmawr.

15,740. Which is the Ffrith fawr?—This is the Ffrith fawr.

15,741. The red?—The red.

15,742. It takes the top of the hill?—Yes, that is the enclosed Ffrith. There are all these ffriths as well. [*Pointing.*]

15,743. You think these originated in encroachments?—Yes, the way in which this was formed by encroachments was this way, going round there. [*Pointing.*]

Mr. *Seebohm*—continued.

15,744. Which ultimately the Crown recognised by making them pay, I think you said, some sum?—No, not those particular ones. The Crown gave certain title deeds to other encroachments, but not these particular ones, as far as I know.

15,745. So that they have really their title of 60 years user?—Yes.

Mr. *Seebohm.*

It is a very important point. I think we shall have to consider the question from the point of view that has been put before us, and I think very properly put before us.

Lord *Kenyon.*

15,746. Have you made any application to the Office of Woods and Forests?—We have not especially, but Mr. Picton, M.P., did in one particular instance.

15,747. And he could not rouse any particular interest in it?—No interest whatever.

15,748. And I think you said you hoped the District Councils Bill will have some power over it?—We hope so. I believe Mr. Picton, M.P., is going to move an amendment to that effect.

Lord *Kenyon.*

Thank you very much for your very interesting evidence.

The witness withdrew.

Adjourned to Towyn.

NINETEENTH DAY.

The Assembly Room, Towyn, Merionethshire, 4th October 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.

Mr. CECIL E. OWEN, Assistant Secretary.

Dr. RICHARD THOMAS JONES called and examined.

Chairman.

15,749. Are you a registered medical practitioner and a member of the County Council?—I am.

15,750. What parishes do you wish to speak about?—My evidence relates to five parishes: Llanfair, Llandanwg, Llanbedr, Llandecwyn, and Llanfihangel-y-traethau, comprising an acreage of 31,954 acres.

15,751. Are you well acquainted with the district?—Yes, my Lord.

15,752. Is it mountain land and pasture land for sheep?—Chiefly mountain land and pasture land for sheep and cows, with a small quantity of arable land. The farmers have asked me to attend and give evidence for them, I may say.

15,753. I suppose they are the ordinary sort of farms that we have heard about with sheep runs? Are they the usual sort of farms?—Yes.

15,754. Do you think the sheep runs ought to be divided?—In some cases. The rights of pasture over sheep runs belong to the landlords, and the pasture land is apportioned to the tenants whose farms adjoin the mountain, and is bounded by stone fences. They add to the value and rent of the farms, and are always specified whenever farms are sold. In some instances the sheep run should be divided and apportioned among a larger number of farms.

15,755. Are the majority of the landlords in these districts resident or absentee?—They chiefly reside out of the district, large landlords especially, and the majority of small landlords as well.

15,756. What can you say about the agents?—Some of the agents are thoroughly practical men; some of the agents are not. See 15,839.

15,757. Of course there are yearly tenancies. Are there any agreements that you would like to put in?—I have three which I will hand in, but I have mislaid one. [*The witness handed in three agreements.*]

Chairman—continued.

15,758. Are there any clauses that you consider oppressive in those agreements?—Yes, the following: the reservation of game by the landlord for himself and his assigns; the clause whereby the tenant has to do all the cartage in connexion with buildings without any remuneration; that no manure, unthreshed corn, or straw is to be taken off the farm, but to be left to the incoming tenant or landlord; six months' notice; the tenant to keep all buildings in good repair.

15,759. Do you consider that oppressive?—Yes, I do.

15,760. What other services are required by the landlord in addition to rent?—To send a horse and cart to do one or two days' cartage, and keeping a dog, and acting as game beaters for two days on Lord Harlech's estate.

15,761. Now, as to acting as game beaters for two days; is that a custom on Lord Harlech's estate?—Yes, my Lord. See 15,8 17,610–17,616.

15,762. Can you substantiate that?—Yes.

15,763. How do you do it?—By the evidence of the men. I have often met them at the work, and the evidence given by the farmers.

15,764. Are the labourers required to beat, or the farmer?—The notice is sent to the farmer, and he generally sends a man or two to represent him if he does not go himself. In some instances they go themselves.

15,765. Have you anything to say about the raising of rents?—The rents have been varied upon almost every estate, but the additions have been by no means uniform.

15,766. Have you anything to put in to that effect in figures?—No, I have no figures, but the increase of the rents has been from 10 to 30 per cent.

15,767. Have you any figures to prove that?—No, I have no figures to prove it.

15,768. What causes you to make that statement?—The evidence is collected in three

Chairman—continued.

different places; the parishes of Llanfair and Llanbedr are collected together.

15,769. Then you have some evidence. Where is it?—I have not the particulars of the different parishes. These are only a few additional things.

15,770. What causes you to make the statement? Is it only a general statement, or have you any figures to prove it?—I have no figures with me to prove it.

15,771. You say there are instances of fluctuations in rent. Can you tell us anything about the way in which rents have fluctuated? You instance the rent of a farm of about 150 acres let at 104*l.*, and subsequently advanced to 170*l.*?—Yes, I know that farm well, and I got that evidence from the farmer himself.

15,772. What farm is that?—Well, the farmer in giving the evidence wished me not to disclose his name.

15,773. Just give us the instance of the fluctuation in rent with respect to the farm of 150 acres?—The rent of a farm of about 150 acres was 104*l.* some 30 years ago; it was subsequently advanced to 170*l.* The present tenant took the farm some seven years ago at 150*l.* In November 1887, 10 per cent. was returned; in May 1888, 10 per cent.; in November 1888, 5 per cent.; in May 1892, 10 per cent.; in November 1892, 15 per cent.; and in May 1893, 15 per cent. Previous to 1863 the tenant had built a place for his hay at a cost of 40*l.* After 1863 the tenant built another outbuilding at a cost of 60*l.*; he also drained the land at his own expense, besides greatly improving it with lime, manure, seeding, cake feeding, &c. The landlord in the years 1865 to 1870 spent about 300*l.* on the house and allowed a later tenant 20*l.* for repairs. The present tenant has the right of shooting all game, which was formerly reserved.

15,774. Now can you tell us anything about the size of farms?—I can give you the sizes in four parishes, Llandanwg, Llanbedr, Llandecwyn, and Llanfair.

15,775. Do they run from 50 to 250 acres?—Yes, that is so.

15,776. Do you know anything about the consolidation of farms?—I have the following examples: Tyddyn siocyn with Brwyn llynau; Caenest with Argoed; Pencerrig with Pencerrig; Aberdeunant with Aberdeunant and Blaenddol; Dolorcan Bach and Cefntrevor Isaf; Cefnrhun and Glasfryn.

15,777. That is during how many years?—I could not say the number of years, but it is within the last 12 years or so.

15,778. That is a consolidation of how many farms?—Six.

15,779. Six within the last 12 years over an extent of 31,000 acres?—Yes.

15,780. Then you have only six instances of consolidation in your district?—That is all.

15,781. Then what do you say about game preserving?—The game is preserved throughout the district. On Lord Harlech's estate there is a rabbit warren. There is a general complaint

Chairman—continued.

in the district that keepers are constantly causing damage by trespassing over farms, and that they are heedless of the complaints of farmers. The farmers suffer considerable losses by dogs being destroyed. In many instances valuable dogs have been lost in the district; nine in the above-mentioned rabbit warren within the last 15 years, valued from 15*s.* to 3*l.*

15,782. Sheep dogs?—Yes, my Lord. Last year Mr. Richard Davies, Lasynys Fach, recovered 3*l.* for a dog shot by Lord Harlech's gamekeeper. The Ground Game Act is not made use of to any great extent, as tenants are afraid to avail themselves of it. In many cases the shooting is let to shooting tenants. See 17

15,783. Then as to the haulage. I suppose the tenants do the haulage?—On some estates; not on all.

15,784. Are they recompensed for the haulage at the end of the tenancy?—No, except by one gentleman who has lately bought farms in the neighbourhood, R. H. Wood, Esquire.

15,785. Have farm labourers decreased or increased lately?—They have decreased. I could hand in a list of the cottages which have fallen into ruin.

15,786. Just read it?—This is a list of cottages fallen into ruins:—In the direction of Llanfair and Llanbedr, Cabwlch y Wrach, Dolwreiddiog bach, Pandy, Breibwll, Garthgeiliog, Hafod isa, Minfordd, Fedw, Gelli ywen, Ty' ncarlag, Tan y graig, Talgarreg bach, Henysgubor (3 tŷ), Beudycorn, Coedbachaubach, Tyddyn siocyn, Tycoch, Bronheulog, Tyddynllidiart, Rhiwgoch (22 houses). About Harlech: Gilar, Ty' nycornel, Glan y gors, Garthmoel (4 houses). Llanfihangel and Llandecwyn: Pencae'rgo, Breichiau (2) Hendre einion, Gelligreen bach Llanrwen, Muriau robin, Maesyllan, Blaenyddôl, Gwastadannes, Aberdeunant uchaf, Ty'n y gors, Ty'n y pant, Dolorcan Fawr, Cefnyrhun, Gafael crwm, Penybont, Penygarreg, Talyrhôs, and Blaenddol.

15,787. You agree with all we have heard about the children of tenant farmers working at home without wages?—Yes.

15,788. You say that is the ordinary custom?—Yes.

15,789. You say if parents had to pay wages they would be unable to pay rent?—Yes.

15,790. Is the rent ever paid with borrowed money?—Yes. I have often been asked for a loan of money myself, and so have others.

15,791. You have something to say about two brothers at Cefnrhun?—Twenty-seven years ago two brothers and a sister came to Cefnrhun possessing 300*l.* besides the stock. In April 1886 they were sold up for inability to pay the rent, and then became paupers. This farm was let to another tenant in 1886, and in 1887 it was re-let to him; in 1890 he was given notice to quit. In 1891 it was let to another man, tenant of an adjoining farm, who has had to leave through inability to pay his way. His stock was sold by auction on the 28th of September last.

Chairman—continued.

15,792. Whose estate was that on?—On Lord Harlech's estate.

15,793. What do you consider the chief grievances complained of amongst the farmers?—Insecurity of tenure; six months' notice to quit; trespass of gamekeepers; preservation of game by landlords to themselves and their assigns; rents being too high; and in some cases the prohibitive character of the railway rates; half-yearly payment of rent.

15,794. How would you like the rent to be paid?—I should prefer to have it paid yearly. Then inadequate compensation for improvements, and having to consume the green crop on leaving the farm.

15,795. Have you any remedies for that to suggest to us?—The first is a Land Court, not analogous to the Irish, but a court of appeal where a tenant having any grievances against his landlord might appeal if the landlord was unwilling to come to terms, and I think that this would bring the landlord and tenant nearer together, as many landlords would be more willing to listen to their tenants' grievances rather than go to a court of appeal.

15,796. Anything else?—Fixity of tenure; full compensation for unexhausted improvements; fair rent; fair railway rates, tenant to have absolute right to game, and the rent to be paid yearly.

Mr. *Grove.*

15,797. You speak of consolidation of farms. Why were they consolidated in your opinion. Do you think it was because the buildings fell into bad condition, and the landlord was not prepared to expend money?—I believe that was the reason in some cases.

15,798. Do you know of any cases of permanent reductions of rent? You have spoken of abatements of rent?—Yes, I know of two or three farms in which there have been permanent reductions.

15,799. What was the amount per cent. where the rent has been permanently reduced? Do you happen to remember that?—That evidence was given at Barmouth by a farmer.

15,800. That covers the same district that you speak of?—Yes.

15,801. As to these agreements which you have put in, could you leave copies of them with us?—Yes, I will.

15,802. You have called attention to what you consider to be oppressive clauses in these agreements?—In those agreements, and in one or two others which I have not a copy of.

15,803. Can you send them to the Secretary?—I will endeavour to obtain copies and send them.

15,804. You say that the farmers do not avail themselves of the Ground Game Act to any great extent?—Quite so.

15,805. I suppose they are acquainted with the provisions of the Act?—By hearsay mostly, I believe.

Mr. *Grove*—continued.

15,806. As a rule do you think farmers understand clearly the provisions of that Act?—Not very clearly.

15,807. What about the Agricultural Holdings Act. Is that an Act that receives attention at the hands of farmers. Do you know a farmer who has a copy of the Act in his possession, and who would refer to it if necessary?—No, I do not.

15,808. Generally speaking, you say the cottages having fallen into disuse has lessened the amount of labour on the land?—That and the wages being too high.

15,809. And do you say, generally speaking, you do not think there is sufficient labour on the land at the present time?—In many cases, if not in most cases, there is no sufficient labour to keep the land in good order; the tenants try to do with as few labourers as possible, in order to try and pay the rents.

15,810. Do you think that increased cottage accommodation would be likely to make more labour settle permanently upon the land?—Not unless there was room to keep a cow or two, or something of that sort—some accommodation besides the house.

15,811. Do we gather, so far as regards a Land Court, that you wish the landlord and the tenant to try to come to terms first. You would always give them an opportunity of agreeing, would you not?—Certainly. In many cases now, when a tenant complains or writes to the landlord, the landlord turns it over to the agent and nothing further is heard of it.

Mr. *Richard Jones.*

15,812. You say that one harsh clause in the agreement is this, that the tenant has to do all the cartage in connection with buildings, without any remuneration. Is it customary for the tenant to do the haulage on the estates in this neighbourhood?—Yes, towards buildings—to cart towards the buildings.

15,813. It is customary?—Yes.

15,814. And generally done on every estate?—Yes.

15,815. Would you consider it hard in any other case, except when a tenant leaves pretty soon after doing the carting to a building—I mean before he has had any of the benefit of the haulage, or the building at any rate, towards which he has hauled?—I should not consider it hard if he had the benefit afterwards to make up for it; that would amount to the same thing as compensation, I fancy.

15,816. You think he should be compensated for the carting done to the building?—Yes.

15,817. What do you think is the effect of absentee landlordism?—I think it has a very bad effect.

15,818. In what way?—The tenants do not know their landlords, and they cannot get at them.

15,819. They cannot approach them?—They cannot approach them. Some landlords are never there on rent day; even if they happen

Mr. *Jones*—continued.

to be on the estate they go away for rent days. Other landlords are only there just for the shooting season—just for a week perhaps.

15,820. You think it would be better if they were here, so that the tenants could state their grievances personally to the landlords and not through the agents?—Yes, much better.

See 17,610–17,616.

15,821. I should like this matter cleared up with respect to Lord Harlech's estate. Do you say that when a tenant is in one of Lord Harlech's farms, it is a condition that he is to act as game beater for two days?—Yes, that is understood.

15,822. It is understood?—Yes. I cannot from memory now say whether it is down in the agreement, but it is an understood thing. I intended having a copy of the agreement, but it was mislaid somewhere, or lost in the post, and not returned to me.

15,823. You say that one tenant recovered 3*l.* for a dog which was killed. Was it after a law suit, or was it given to him?—Well, he complained at first, and I believe he told the gamekeeper that if he did not get compensation he would go to law about it, and after that, I think, he wrote to Lord Harlech himself, and Lord Harlech sent down for him to be paid; that is how it was, I think.

15,824. Do you think Lord Harlech would be ready to grant compensation in cases of that sort if he was written to?—I think so, if he was approachable.

15,825. Then you think he is unapproachable?—Yes, to a great extent.

Mr. *Griffiths.*

15,826. Are you a medical officer of health?—Not medical officer of health, but union medical officer. The medical officer of health resides at Carnarvon, and takes the Festiniog district as well, and part of Anglesey.

15,827. You do not come down this district?—No.

15,828. You spoke just now with regard to the tenants having all the game in their own hands. You would recommend that, would you not?—Yes; the opinion of the farmers generally in the district is that they should have everything on the farm, whether it is game or other stock, as they have to feed them.

15,829. Do you think if they had the game in their own hands there would be any game in the neighbourhood in a very short time?—I could not say that; on some of the farms it might perhaps be kept.

15,830. You said just now that when they came to shoot was the only time that you saw some of the landlords. Do not you think that that might be the means of driving the landlords out of the country altogether if the tenant had all the game?—It might be.

15,831. Do you think that if the landlords in this district were to give the game into the hands of the tenants, and do away with the keepers, that they would keep any game for the landlord?—No, I doubt it very much.

Chairman.

15,832. There are some questions put in which I must trouble you to answer. Mr. Owen Wynne asks: "How many acres do you farm?" Are you a farmer yourself?—No.

15,833. Then, he asks: "Have you much "experience in agricultural matters?"—I have been brought up on a farm.

15,834. Perhaps you can answer me this. I take it you are well acquainted with farmers—you live amongst them?—Yes.

15,835. And you know their ways and habits?—Yes.

15,836. Then, Mr. Vincent puts in these questions, first, "Do you say that men are com-"pelled to be at coverts on Lord Harlech's "estate without payment?"—Yes.

15,837. Then, secondly, "Have not the "parishes for which you give evidence been "opened up by railways in the last 40 years?"—The railway runs through four of them.

15,838. Then, another question by Mr. Vincent is: "You say, 'That the tenants are to have "'the absolute right to all game.' Would you, "then, perpetuate what are called the Game "Laws for the benefit of the tenant?"—I do not quite understand what that means.

15,839. Mr. Vincent says as you do not understand that question he does not press it. Then, Mr. Vincent asks: "Who are the owners re-"ferred to in the copies of the agreements put "in?"—One is the agreement of William Thearsby Poole, Esq., another is David Griffiths, Esq., and the third is D. W. Kirkby, Esq.

15,840. Then, Mr. Owen Wynne puts in another question: "Where the tenants have the "game now, do they not generally let it?"—Yes, they do.

15,841. When they have the shooting over their farms they generally let it?—Yes, they do.

The witness withdrew.

Rev. W. DAVIES called and examined.

Chairman.

15,842. To what denomination do you belong, if you please?—The Calvinistic Methodist.

See 16,162. 7,705, 7,706.

15,843. What districts do you speak of?—The district of Towyn and Llanegryn.

15,844. Just round here?—Yes.

Chairman—continued.

15,845. You are well acquainted with farmers; I mean you have lived amongst them?—Yes, I have.

15,846. How long have you lived in this district?—34 years.

Chairman—continued.

15,847. And you are well acquainted with it?—Yes.

15,848. Will you tell us what you have to say?—I reside at Llanegryn and hold a small farm on the Peniarth Estate, and have a shop in the village, and have had something to do in the way of business with all the farmers of the district for the last 34 years, and have the best opportunities to be acquainted with their circumstances. I must say that the great majority of them at the present time are in very straitened circumstances, and have been much more so for the last 10 years than they used to be in former years, say from 1866 onwards. With a view to this Commission I went over my accounts a few weeks ago, and there were then owing to me from tenant farmers alone, exclusive of all others, 1,268*l.* 18*s.* 6*d.*, whereas in 1880 the amount was between 700*l.* and 800*l.*, and the returns from the business about the same. I believe the rents are paid pretty well. They consider that their first and most urgent duty, and they deny themselves of many comforts and often borrow, sometimes from their tradesmen, in whose debt they are deep already, in order to do so.

15,849. That is upon the question of the circumstances of the farmer?—Yes.

15,850. Can you tell us whether the rents have gone up or not?—The rents in the district generally are considerably higher than they were about 35 or 40 years ago. Here are a few instances: Rhoslefan, formerly 50*l.*, now 65*l.*; Llangelynin, formerly 29*l.*, now 35*l.*; Castellfawr 100*l.*, now 120*l.*; Nantcynog 30*l.*, now 40*l.*; Bryn 35*l.*, now 45*l.*; Nantpool 12*l.*, now 20*l.*; Tal y garreg 72*l.*, now 100*l.*; Tonfannau 163*l.*, now 200*l.*; Rhydygarnedd 110*l.*, now 140*l.* I may remark about this Tonfannau, the rent in 1875 was 163*l.* It has been sold since that three times, and it was advanced to 215*l.*, and when Mr. Wynne bought it last time he reduced the rent to 200*l.*

15,851. He reduced the rent on the last sale?—He reduced the rent on the last sale to 200*l.* Those belong to six different estates, and I think they are fair samples of the advancements in the farms of the district, taking Towyn district generally during the last 35 years, except on Peniarth and Peniarthuchaf Estates. It is seldom if ever an advance is made by Mr. Wynne or Mrs. Scott but when there is a change of tenant, and even then they are more moderate than many other landlords. I took a small farm of about 17 acres on Peniarth Estate in 1876. The rent to the former tenant was 28*l.*, and it was let to me for 32*l.*, and some expense was gone into by the landlord for repairs, probably from 40*l.* to 50*l.* But though there were no great advancements in the farms on the Peniarth Estate, yet most of the farms bought by Mr. Wynne—he has bought many lately, within the last 15 years—are much higher than they were 30 years ago. The advance was made before he bought them.

Chairman—continued.

15,852. He bought them with the advance?—With the advance. Some farms in the district have been let to new tenants at considerable reductions in these last years, and reductions have been made in a few cases to sitting tenants, but cases have also occurred in which the sitting tenants were refused any reductions, but when the farms were given up by them they were let to new tenants at reduced rents. Dyffryngwyn in the parish of Towyn is one instance; the sitting tenant was refused any reduction, but the farm was let to a new tenant for 20*l.* less rental. See 15,931.

15,853. Which estate was that on?—Miss Morris's, of Machynlleth, I think.

15,854. What was the original rental, do you happen to know? I mean what does the 20*l.* represent?—I have not put it down, but I have it, and I believe the old tenant is in the room. Another thing that works against the farmer in our district is the preservation of game. Thirty-four years ago it was very little preserved, if at all, but now it is reared and preserved very extensively, and both ground and other game do a great damage to the crops, especially on farms and fields near the covers. A neighbour of mine had a field of barley the summer before last, and it came very wet after he cut it, so that it remained rather long on the ground, and the field was in the proximity of a cover, and the young birds had just been brought there, and he says that half the barley was eaten before he was able to carry it off. Another farmer told me that it is useless for him to plough the fields near the covers as the game will spoil the crops. There are a great number of fields on several of the farms where carrots cannot be sown at all, as they will all be eaten by the rabbits. Owing to the destruction of the birds of prey, sparrows and other small birds abound most seriously and do a great damage to the corn crops. A very intelligent farmer told me the other day that he considers the damage done to his crops by the game, directly and indirectly, fully equal to 10 per cent. advance on the rent.

There has been a great advance in servants' wages during the last 40 years. A farmer in the district gave me a list of his servants, and the wages paid them in 1872 and 1892 respectively. In 1872 he kept six servant men and two servant maids, and the amount paid them was 75*l.* 4*s.* 0*d.* In 1892 he kept five servant men and one servant maid, less by two, and paid them 142*l.*, but the shepherd in 1892 provided his own board, and did not in 1872. If present wages are compared with those of about 1850, there is about 125 per cent. advance. Thirty or forty years ago all the married servants would take most part of the wages in kind, barley, wheat, and oatmeal, &c., but now they must all be paid in cash. The servants' keep also is now very much better and more expensive than it was in those years, but none too good at the present time. Yet, there is not a class of men in the country who lives upon a plainer board than the average farmer and his household.

Chairman—continued.

With higher rents, higher wages and better living, I reckon that the outgoings of the farmer in this district are fully as much again as they were 40 years ago.

There was a great deal of corn, especially wheat, grown in the district 30 and 40 years ago, and a farmer had a ready market for his wheat in the district. There was then no other than home flour used. I believe I was the first that began regularly to sell other flour in the district, and that was in 1860, but now there are hundreds of tons of flour sold every year. The farmers still grow wheat for their own use, but it does not pay them. The flour that was selling 30 years ago for 50*s.* is selling now for 26*s.* per sack.

Cattle, sheep, and wool, which are now the chief sources of the farmer's income in this district are very much lower than they were 20 years ago, and considerably lower than they were 30 years ago.

I have been supplied by a grazier who buys a great many cattle in the district with a list of the prices which he paid for the cattle of the same farms in 1872, 1882, and 1892. There were 11 farms and they had 41 head of cattle between them—the same number in each year; 490*l.* was paid for the 41 in 1872, 330*l.* 10*s.* in 1882 and 196*l.* in 1892. That is in the list. Three farmers in the district had for their wethers 24*s.* per head in 1872 and 13*s.* in 1892; another farmer had 24*s.* in 1872, 19*s.* 6*d.* in 1882 and 15*s.* in 1892; another had 30*s.* in 1872, 26*s.* in 1882 and 19*s.* per head in 1892.

One farmer had for his ewes 17*s.* in 1872 and 8*s.* in 1892. Another had 20*s.* in 1872 and 13*s.* in 1892.

Wool was selling in the district at 1*s.* 6*d.* per lb. in 1872, 1*s.* in 1882, 7½*d.* in 1892, and 6½*d.* in 1893. The prices of horses, pigs, and butter are good; but the income of the farmer at the present time from the stock and produce of his farm is less by fully 50 per cent. than it was about 20 years ago.

The farmers generally keep less servants than they did in former years, partly because much of the work is done by machinery. Formerly most of the farmers kept a man—some two men—for threshing, but that is now done by the machine, and there is no need to keep so many extra hands for the harvest, as much of the work is done by machinery, and besides wages are now so high that farmers try to keep as few servants as they possibly can. They also generally keep younger men, and many of the best men go the quarries and elsewhere where they get more wages, so that the staff of servants on each farm is not so strong as it used to be and less labour is bestowed on the land, which tells unfavourably on cultivation.

The greatest change in the farming of the district is that much less use is made of the plough for corn-growing, and more attention is paid to the green crop, so that a better stock is made, and more sheep and cattle fattened for the butcher, and there is a little more attention paid to secure a good breed of horses and cattle.

Chairman—continued.

But there is very little improvement in the cultivation—rather the reverse. There is a great deal less lime given to the land than there used to be, and very little artificial manure.

There is a great deal of land in the district which might be brought under cultivation which is left entirely to produce what it will of itself without any effort being made to improve it.

Since the drainage of the Dysyni Valley and some drainage done by the landlords on Peniarth Uchaf and Peniarth Estate more than 20 years ago, very little has been done to improve the land and make it more productive. When the times are good there is a feeling of insecurity, and when the times are bad there is a feeling of despondency among the tenants, that makes them unwilling to put anything into the land but what they can get out of it the next year.

Several cases have occurred in the district in which rents were advanced after the tenant had made expensive improvements. A farm called Rhoslefan in the parish of Celynin was taken by the present tenant for 50*l.* rental.

Chairman.

15,855. What estate is that on?—Then Mr. Anwyl and now Mrs. Royle owns it. There have been several farms belonging to the estate. A farm called Rhoslefan in the parish of Celynin was taken by the present tenant for 50*l.* He went to much expense in draining, and also reclaimed 20 acres of waste upland and brought them under cultivation and built a new shed. Some years after a valuer went over the farm and the rent was advanced to 65*l.* The tenant of Tal-y-gareg (which is a farm on another estate), who was an excellent farmer, agreed with his landlord to erect some new outbuildings, the old ones being in a wretched state. The expense was 140*l.* 12*s.* 8*d.*, and he was to be paid by instalments of 10*l.* on each rent audit—20*l.* per annum. In three years the landlord died, and he had only a life-interest in the estate. The succeeding landlord refused to ratify the agreement, and the balance of 80*l.* 12*s.* 8*d.* has never been paid. In a few years the rent was advanced to the widow of the late tenant—and she had seven little children at the time—from 72*l.* to 80*l.* In a few years afterwards it was advanced again to 100*l.*, which is the present rent. There is an analogous case, very near it, but I have not the particulars of that. I wish to specify the case of one other farm which has been for generations—I may say hundreds of years—and is still in the holding of my own family. In the time of my grandfather the rent was 27*l.* Here are the receipts (*handing in receipts*).

Mr. *Griffiths.*

15,856. What is the name of the place?—That is Taltreuddynbach.

15,857. Is that farm in the occupation of your family now?—Yes.

Mr. *Griffiths*—continued.

15,858. 100 years ago the rent was what?—In the time of my grandfather (the first receipt is in 1795), it was 27*l.* Some years before his death it was advanced to 45*l.*

15,859. What year was that?—1799 I think the advance was first made. The landlady died about that time, and her son succeeded her. In 1807 my grandfather died and his eldest son became the tenant.

15,860. Was that your father?—My uncle—my father's eldest brother. The rent was advanced to 60*l.*

15,861. That was on your grandfather's death?—Yes.

15,862. The rent was raised to 60*l.*, and you produce the receipt?—My uncle made great improvements. He reclaimed a great deal of waste land and made it into several new fields. He built new stone walls around almost all the fields on the farm, built a large hay shed and some other buildings entirely at his own expense, and his rent was advanced to 77*l.*

15,863. From 60*l.*?—From 60*l.*

Mr. *Richard Jones.*

15,864. Do you know in what year that was?—I do not know exactly, but it was 60*l.* in 1846, I know that. It was after 1846.

Chairman.

15,865. In 1807 your grandfather died and the eldest son became tenant. Then the rent was raised to 60*l.*?—Yes, that was the first payment by my uncle.

15,866. Then your uncle made some improvements, built a large shed and some other buildings, and the rent was raised to 77*l.* What year was that?—I cannot specify exactly. The rent was raised between 1846 and 1864.

15,867. Then what happened?—The Cambrian Railway went through the farm and took a good portion of it, but no reduction or compensation was given to the tenant. My uncle died in 1864 and his widow became the tenant, and in 1873 the rent was advanced again to 97*l.* The widow died that year and her daughter became the tenant, and she held it for ten years, but finding that she was losing money every year she gave it up, and now her brother is the tenant, and the rent is advanced to 100*l.*

15,868. It was in 1880 that she held it?—From 1873 to 1883.

15,869. In 1883 her brother took it?—No, not then. Her brother-in-law took it, but he gave it up. I did not mention that. But now it is in the occupation of her brother.

15,870. Who took it in 1883 when she gave it up?—Her brother-in-law took it. He is in Liverpool.

15,871. Then was the rent raised to 100*l.*?—Not to him—97*l.* to him.

15,872. But it was 97*l.* before?—Yes, he had it for the same rent—the brother-in-law.

15,873. The brother-in-law took the farm at the same rent?—He took it at the same rent and held it for seven years.

15,874. Then who had it?—The brother.

Chairman—continued.

15,875. Mr. Davies, one of your family?—Yes, one of the family. He holds another large farm, Gorsygedol.

15,876. That was her brother, was it?—Yes, my Lord, and the rent to him was 100*l.*

15,877. That brings us down to 1890?—Yes.

15,878. What happened then?—The rent was advanced to 100*l.* The tenant does all the repairs on the farm and is allowed nothing towards them. About 60 years ago the landlord built a house, cowhouse, and stable.

15,879. The rent was raised to 100*l.* and nothing was allowed for repairs. There was nothing given back?—No compensation at all was given.

15,880. What is the state of the case now?—About 60 years ago the landlord built a house, cowhouse, and stable, but nothing has been done ever since by the landlord save letting the farm and receiving the rent.

15,881. And the rent is 100*l.* now, is it not?—Yes, 100*l.* now. The estate, I believe, is heavily mortgaged, and probably advances were made to cover the interest. But such cases, which are numerous over the country, make a profound impression on the tenantry.

15,882. What relation is this sitting tenant to you?—First cousin.

15,883. And he is in possession now?—He is in possession now, and the daughter that took it after the mother is my present wife.

15,884. The daughter who gave it up after seven years?—Yes.

15,885. You know all this absolutely for certain?—Yes, absolutely for certain.

15,886. I mean you can vouch for every word of this?—Yes, every word. Such cases, which are numerous over the country, make a profound impression on the tenantry, and have produced such a feeling of insecurity that almost all farmers are now very reluctant to spend any money in the improvement of their holdings and the Act giving compensation has done very little if anything to restore confidence.

The relation between landlord and tenant in this district is friendly; no bad feeling at all exists, but there is very little intercourse between them, and I feel certain that the landlords generally do not realise the great struggle the majority of their tenants have at the present time to pay their rents and make some sort of living.

There is no desire on the part of tenants to have a change of landlords—but there is a desire, a strong and a general desire, for a change in the land laws.

15,887. What do you mean by that—a sort of Land Court or a sort of Arbitration Court, or something of that kind?—What we want are fair rents according to the market, security of tenure and compensation for improvements, and some protection against the trespass of game. We look to our legislators to devise the means to secure these things for the tenants.

Mr. *Griffiths.*

15,888. You say that you consider that there is much money borrowed in this neighbourhood to pay rents?—Yes.

Mr. *Griffiths*—continued.

15,889. The farmers have a wish to be prompt in the payment of their rent?—Oh, yes, and they are.

15,890. Whatever the sum to be paid is they always try to pay it?—Yes, they try to pay the rent if they possibly can.

15,891. You also say that farms have been reduced to the incoming tenants, and a reduction has been refused to the old tenants?—Yes.

15,892. That is a rather hard case?—I have specified a case that was a very hard one, Dyffryngwyn, and there was another farm, Tyddyn y briddell, but I do not know the particulars about that other.

15,893. That shows in your opinion that the landlords really do not know the state the farmers are actually in?—I am afraid not.

15,894. Otherwise they would not allow an old tenant to go away and a new tenant to come in at a reduced rent?—Certainly not.

15,895. You have mentioned several years in which there has been a great advance, and you say in one place that there was so much advanced to build a dwelling-house, a stable, a cowhouse, and so on. Is that the only occasion on which the landlord did anything?—The only time, and then the tenant did all the haulage.

15,896. The haulage was done without any payment?—Without any payment at all.

15,897. Are there many similar cases in the neighbourhood?—There is a place just by where the tenant did just the same things. All the estate was advanced, and the advances were a great deal heavier on those farms where they had improved their holdings.

15,898. Do you think then that when new additional buildings are put up on a farm it would not be better for the tenant to have the rent increased, or to come to some terms with the landlord instead of carrying on the thing in this way?—Yes, I think it would be better.

15,899. To be paid for the haulage at the time even if he were to have a little additional rent?—It would be satisfactory, certainly, and he should be paid for his labour.

15,900. But in the case of his leaving the estate he is not paid at the present time?—The family is continually in the place.

15,901. And when the family is continually in the place of course they enjoy it, but the great grievance is that they have to leave the place?—Yes, certainly.

15,902. Having done much hauling?—Yes.

Mr. *Richard Jones.*

15,903. I have only one other question. I think you say your cousin occupies this farm which you have mentioned?—Yes.

15,904. Did he become a tenant of this farm to farm it for profit or pleasure, or was it simply a matter of sentiment?—He has a very numerous family, and he sent one son and one daughter there. He likes to have the farm to keep the sheep. He owns Gorsygedol; that is a very large sheep farm, and so they farm them together, as it were. The farm would not pay by itself independent of the other.

Mr. *Richard Jones*—continued.

15,905. I think that you said that he managed it from Liverpool?—That was a brother-in-law.

15,906. Now with respect to your brother-in-law, what prompted him to take the farm?—He took the farm for pleasure, to go there in the summer, and he told me he lost 100*l.* every year.

15,907. Do you think that this feeling did enter into the question: that the farm had been in the occupation of the family for so many years, and that he was desirous that it should continue in the family?—They are very much attached to the place.

15,908. You think that that feeling is strong among the Welsh people; that they cling to their places?—Well, it is very strong.

15,909. And you think that the landlords profit by it to some extent?—Well, I should say so in some cases, at all events. In that case, I think, the landlord did profit by it.

Mr. *Grove.*

15,910. You spoke of a farm, I understood you to say near to Bala, where the tenant did build some new buildings, and then there was a change in ownership, and then you say the agreement was not carried out to repay a certain amount per annum, 10*l.* a year, I think, that was to be allowed on the rent?—Yes.

15,911. When you say "agreement," was that a written agreement?—It was a written agreement between the landlord and the tenant, but the landlord had only a life interest in the estate.

15,912. Was there a solicitor consulted as to the terms of that agreement?—I think the agent at the time was a solicitor, Mr. Jones of Dolgelley.

15,913. Are there many changes in tenancy?—Yes, a great many in the district.

15,914. A great many, taking the district generally?—Yes, a great many.

15,915. Although here and there, there are families who have lived for hundreds of years almost continuously on certain farms, still you think, speaking generally, there are a great many changes in tenancy?—There are a great many. There have been a great many lettings. I think of the 24 tenants on the Ynysmaengwyn estate 18 or 20 have been there only about 15 years.

15,916. Then you put in certain receipts, starting with 27*l.* and running up to 100*l.* a year at the present time?—Yes.

15,917. Are the boundaries of that farm—is the acreage—exactly the same all the way through?—Exactly the same.

Chairman.

15,918. I have several questions handed up. One by Mr. Vincent: "Do you know that where "Mr. Wynne has bought land in this district "the present rental does not amount to more "than 2 per cent.?" Do you happen to know that?—I think I have seen it in Mr. Wynne's evidence,

Chairman—continued.

15,919. "Do you not know that Mr. Wynne "pays compensation for damage done by "game?"—Well, I do not know of cases where he has.

15,920. You are not aware of any?—I know of one case, at all events, where an application was made for compensation for damage, and it was refused.

15,921. "Have not the prices for stock "fluctuated very considerably, being sometimes "very high, in the last 10 years?"—Yes, they were very high.

15,922. "Are you aware that the drainage "operations on the Peniarth estate have ended "in a dead loss annually to the landlord?"—Yes. I have seen that, too, in the evidence given at Barmouth.

15,923. Then there is a question by Mr. Owen Wynne: "You say there is very little inter-"course between landlord and tenant. Do you "not frequently see Mr. Wynne, and have "conversations with him?"—Yes, I do very often.

15,924. Individually, you are on very good terms?—Yes.

15,925. You can always see Mr. Wynne?—Always, yes; but what I mean there is, that with regard to farms and farming there is no advice or counsel, or anything of that sort, given by the landlord to the tenant. When Mr. Scott used to live at Peniarthuchaf he used to call on the farmers and advise them, and do a great deal of good in that way.

15,926. Then there is another question by Mr. Owen Wynne: "On whose estate is the "farm you mentioned which has been so long "in the family?"—Mr. Wynne Griffiths, of Carnarvon.

15,927. A question has been handed up by Mr. Kirkby; the Commissioners think it is of a personal nature, and cannot be put. Then I have another question by Mr. Owen Wynne: "To whom did Mr. Wynne refuse compensation "for game damage"? Do you know that?—Yes, I know him; I have not permission to name him, but I can do so.

Mr. *Richard Jones.*

15,928. Could you send it in privately to the Secretary?—Yes.

Chairman.

15,929. You will get the permission of the tenant, and send us in the name?—Yes, I will.

Chairman—continued.

15,930. He will have no objection to its being known?—No, I do not think so.

Mr. *Griffiths.*

It had better be accompanied by a copy of the claim sent in.

Chairman.

15,931. Certainly. Then there is a question by Mr. R. Gillart: "Is it not a fact that the "owner of Dyffryngwyn and Tyddyn briddell "farms was compelled to keep these two farms "on hand for about 12 months and spent a "considerable sum upon repairs and improve-"ments before they were let to new tenants." Do you happen to know that?—She kept them on hand some time. I do not know how long. See 15,852 15,892.

15,932. You do not know whether she was compelled to keep them on?—The old tenant is in, and he is comparatively a young man. He is in Towyn here still, not having a farm. He would have taken it if he had offered the farm to him.

15,933. Do you know whether a considerable sum in repairs and improvement was spent on those farms?—Yes, I think there was.

15,934. There was a considerable amount of money spent upon them?—There was a certain amount.

Mr. *Grove.*

15,935. While she retained possession of them, while she held them?—Yes, and the farm was let afterwards at 20*l.* lower than to the old tenant.

Mr. *Richard Jones.*

15,936. What was the reason the old tenant left?—He gave it up for the sake of having a reduction. It was too high, and he could not pay it

Chairman.

15,937. It was too high and he gave up the farm?—Yes.

Mr. *Griffiths.*

15,938. If I rightly understand you, there were improvements made and the rent was reduced 20*l.*?—Yes.

The witness withdrew.

Mr. R. Foulkes Jones called and examined.

Chairman.

15,939. You are the headmaster of the Board school at Llwyngwril?—Yes.

15,940. You are well acquainted with the farmers of the district?—I am.

15,941. You know their condition and their circumstances?—Yes.

Chairman—continued.

15,942. And you are quite competent to give evidence on their behalf?—Yes, I have been asked to come here by a committee of the farmers of the district.

15,943. You are well acquainted with their circumstances, and you are in their confidence

Chairman—continued.

and you have been asked to come and state their case for them?—Yes, this is the evidence given by the farmers themselves to me to be delivered here to-day.

15,944. To what district do you speak for?—The district of Llwyngwril—the district lying around the village of Llwyngwril.

15,945. What is the area of the district?—The district I speak of is about three miles long and about a mile broad.

15,946. Is it good land or bad land generally?—Very poor land, so the farmers say; very poor land for all crops.

15,947. Who are the principal owners?—The principal owners are the Countess de Morella, Mrs. Royle, and the executors of the late Miss Williams.

15,948. What do the tenant farmers think of their agreements; do they think them fair?—No, they do not; they think that several clauses of the agreement are unfair and oppressive. One is with regard to the quantity of lime which has to be put into the land, which is out of all proportion to what is necessary for the land.

15,949. Whose agreements are those?—I think all the agreements are about the same.

15,950. Have you got any agreement to hand in?—No.

15,951. I think the agreement of the Countess de Morella has been handed in before. Is this clause about lime insisted on?—Not always, unless a tenant leaves on bad terms with his landlord or agent.

15,952. Then, what happens?—Then, he is fined the full amount of the deficiency.

15,953. Do you know any instance of that?—It occurred in the case of Edward Humphreys, of Hendre, and David Owen, of Henblas, tenants of the Countess de Morella.

See 18,427–18,429.

15,954. Then, with regard to the sheep, is there anything wrong there, in your opinion?—Edward Humphreys, of Hendre, had to pay about 14*l.* for lime which he had not put into the land.

15,955. When he went out?—Yes.

See 18,430, 18,439.

15,956. Can you tell us anything about the sheep clause?—The agreement binds the outgoing tenant to sell the sheep, at a valuation, to the incoming tenant, but does not bind either the landlord or the incoming tenant to buy them at a valuation. It is unfair to the tenant in that respect.

See 18,440–18,445.

15,957. Is there anything you have to say about spare fodder?—Spare fodder has to be left to the incoming tenant, whether he prefers to pay for it, or not; he does as he likes. It has to be left on the land. It cannot be taken away; it cannot be sold.

See 18,445–18,451.

15,958. Then, is there anything you have to say about payment of rent in advance?—Yes, power is given to the landlord to demand the rent in advance. That is considered oppressive. That has been acted upon in the case of Morris Jones, of Carngadell, and Richard Williams, of Parth y Gwyddwch, both tenants of the Countess de Morella.

Chairman—continued.

15,959. The landlords ask for the rent in advance?—A half year's rent in advance.

15,960. Instead of giving, as they generally do, six months' credit?—Yes.

15,961. That is the custom of the country, is it not?—Yes.

15,962. Or three months?—From three to six months.

15,963. Then, about agreements. Is there any charge made for agreements?—On the Countess de Morella's estate there is a charge of 10*s.* made for a copy of the agreement, and when the tenant is not prepared to pay this charge he has to content himself with what he can recollect of a hurried translation by the agent. In other cases when the tenant has asked for a copy, though he has not been quite refused one, he has been put off by the agent saying that one copy kept by him is quite sufficient—one copy would do for both.

15,964. Can you say anything about improvements?—On the estate of Mrs. Royle the incoming tenant pays a reasonable amount of good-will for permanent improvements made by the outgoing tenant. This is the only thing approaching tenant right which exists in the district, no good-will being paid for permanent improvements on the other properties.

15,965. Who makes the permanent improvements?—The landlord as a rule, and he charges interest on the amount spent, adding it on to the rent.

15,966. Is haulage paid for?—Haulage is not paid for.

15,967. Not even if a tenant leaves a year or two after the work has been done?—No, I could not find a single case where any haulage had been paid for.

15,968. Now will you tell us what you have to say about rent?—About 1875 the property of Mrs. Royle was re-valued with a consequent rise in the rent of each farm. On the other properties no general valuation has taken place, but there has almost invariably been an advance in the rent when a farm has changed hands as well as to the occupying tenant. In the case of old tenants of Mrs. Royle the rent was raised on the tenants' own improvements. In some cases on other properties where no apparent rise in the rent took place the farm was actually dearer, as the railway had taken some of the best land, and the rent remained the same. There are a few cases of reductions owing to exceptional circumstances, such as Hendre, a large farm requiring much labour, for which it has been difficult to get a tenant. The general advance in the rents of this district during the past 30 or 40 years is from 25 to 35 per cent. On all the properties there have been in late years temporary abatements varying from 5 to 15 per cent. on most of the farms in the district. In addition to the rent, the tenants on the Countess de Morella's property are bound if called upon to

Chairman—continued.

See 18,452 do a couple of days' haulage with one, or a pair of horses, according to the size of the farm.

15,969. What is that haulage—hauling coal, or what?—Anything that is wanted for the estate work. No other service is required. It is the general belief of the farmers in the district that the only remedy for the present condition of things is protection to them from unjust and capricious evictions from their farms, the right to make necessary improvements, and to demand compensation for the same, and a land court or some other method to fix a fair rent.

15,970. What about value of produce; have you anything to say as to that?—Within the past 15 years there has been a great fall in the value of nearly all agricultural produce, as the following table will show:—

Wheat, which was 30*s.* is now 15*s.*; 2-year old cattle which were 15*l.* to 16*l.* are now 8*l.* to 10*l.*; cattle which were 12*l.* are now 6*l.* to 7*l.* 10*s.*; horses which were 58*l.* are now 35*l.*; sheep which were 21*s.* to 22*s.* are now 10*s.* 6*d.* to 12*s.*; wool which was 1*s.* 3*d.* to 1*s.* 6*d.* is now 6½*d.* to 7½*d.* Very slightly better prices are obtained for pigs and butter.

15,971. Then as to wages?—Wages have increased about 100 per cent. during the past 30 or 40 years.

15,972. Now as to consolidation of farms, or letting two farms to the same tenant?—There have been many instances in this district where two or more farms have been let to the same tenant, and the process is still going on. Such are Ynysfaig and Penrhyn, Bodwlan, and Tyddyndu, Rhiwgaeron, and Brynhirmawr, Nant and Brynhir Bach, Gwastadgoed and Didfarch. The latter of each of the above couples have the farmhouses in ruins.

15,973. That is why it was done, I suppose, the farmhouses were tumbling down?—Yes, and the next farm was added to it. The result is that the district is much less populous, the decrease in the whole parish being about 200 during the last 10 years, or some 18 per cent. The labourers are impoverished, and the land is badly tilled. The best size for the sake of the land and all concerned in its cultivation would in this district at any rate be holdings of from 40 to 50 acres.

15,974. What about labourers? Are the cottages in a good condition?—No, the cottages are as a rule in a very poor condition, without any gardens or conveniences.

15,975. No gardens?—Very few, and very small ones, those that have any.

15,976. You have told us that there are fewer labourers?—Yes.

15,977. And you say from 10 to 15 labourers' cottages are in ruins in your district?—Yes.

15,978. Is it easy to get freehold plots of land for cultivation, or for small farmers to buy for labourers' cottages, or anything of that sort?—It was impossible until this year to get freehold pieces of land at all in the district. One

Chairman—continued.

or two chapels are built on lease; the school is built on lease, and cottages for labourers were built on lease too, until this year, when the Countess de Morella sold her property in the village.

15,979. What is the condition of the land?—Some of the land nearest the mountain is going out of cultivation, because it pays better to graze than to till it, with the great reduction in the price of corn. There are no farms unlet here. The little land which is properly tilled is not deteriorating, but the fact is that the farmers cannot afford to properly till most of their land. During the past 30 years a great deal of land has been cleared of furze accumulations of stones, rocks, old walls, &c., and drained at the sole expense of the tenant in each case, for which he received no compensation when leaving his farm.

15,980. Is that a general statement, or can you prove that by any instances?—It is general all over the district that all these things are done by the tenant and no compensation is paid.

15,981. About mountain land, common, &c., is there much common in the district?—Not much common land now—open common

15,982. Where has it all gone to?—It has been enclosed to the different farms. Villagers used to go there for the supply of peat, and so on. That has been put a stop to by Mr. Wynne of Peniarth, acting as lord of the manor.

15,983. Can you go and cut peat now?—No, not any.

15,984. Suppose a bit of mountain is enclosed, does it generally raise the rent of the farm on that account?—Yes, the farmers say that the rent in almost every instance has been raised on account of the closing of the mountain.

15,985. About the farmer's children; I suppose you have got the same evidence as we have had, over and over and over again, that they work very hard, and that they do not get paid, and that they live a very hard life, and that they assist the parents in paying rents?—Yes, they do.

15,986. Do they consider that the parents could pay the rent if they had to pay wages to the children?—They could not.

15,987. Have the farmers to borrow money in these districts as far as you know?—Yes, they have.

15,988. You know that for certain, do you?—Oh, yes, they have been telling me themselves.

15,989. Where do they borrow it—of the banks?—They borrow it from one another. If one man is more able than his neighbour, he helps his neighbour.

15,990. They help each other?—Yes. They also go to the bank, and one goes security for the other to the bank.

15,991. Do you think there is any difficulty about religious and political opinions in the

Chairman—continued.

district; what do you say about that?—There are cases where Churchmen have been preferred to Nonconformists—cases where there were Nonconformist applicants for farms, and those have been refused and Churchmen and Conservatives have been put in instead of them. At the farm of Llwyndu the old tenant in the year 1880 was a Nonconformist, and had been for a good many years tenant of the Countess de Morella. This farm was sublet to him by the tenant. When the old tenant died this man whom the farmer sublet to applied for it, and he could not get it; it was let to a Churchman, at least, he was bred and born a Nonconformist; he came to our district, and he attended church; now he has left and has gone back to chapel again. Another case was that of a farm called Parth y Gwyddwch. There the tenant failed. There were several Nonconformist applicants, sons of tenants and tenants living in the district, but the farm was let to a tailor from Carnarvonshire, a Churchman and Conservative, who was assisted by the rector to stock his farm. He soon went to the dogs, and there is a Nonconformist there now. In the case of Henblas again a Nonconformist had all but taken the farm, when a Churchman and Conservative appeared upon the scene. The Nonconformist was told that he could not have the farm unless he was prepared to pay an increase of 5*l.* in the rent. As the farm was already dear enough he refused to take the farm on those terms, consequently it was let to the Churchman with the increased 5*l.* rent, but he is allowed 5*l.* in his lime bill every year.

15,992. Is that on the Countess de Morella's estate?—On the Countess de Morella's estate. Another case is that of Ty Croes. This was let to a Nonconformist on condition that he should attend church, but as the church he is supposed to attend is closed for lack of worshippers he presumably satisfies the conditions by not going anywhere.

15,993. Now about rises in rents?—There are instances in this district of rents raised during the past 30 or 40 years, Prysgae Ganol, Parth y Gwyddwch 35*l.* to 42*l.*, or an increase of 20 per cent.

15,994. What estate is that on?—Prysgae Ganol is on Mrs. Royle's estate. Parth y Gwyddwch is on the Countess de Morella's estate. There the rents were 35*l.* and they are now 42*l.*, an increase of 20 per cent. Then Alltgoch 57*l.* to 70*l.*, an increase of 22¾ per cent. Llwyndu 40*l.* to 55*l.*, an increase of 37½ per cent. Pantyffa 16*l.* to 22*l.* 8*s.*, an increase of 40 per cent. Carngadell 40*l.* to 52*l.*, an increase of 30 per cent. Borthwen 120*l.* to 200*l.*, an increase of 66⅔ per cent.

See 18,457.

See 18,464

Mr. *Richard Jones.*

15,995. Does the Countess de Morella reside in your district?—No. She was there last year, but had not been there before for between 25 and 30 years.

Mr. *Richard Jones*—continued.

15,996. Then she takes but very little personal interest in the property?—None as far as I can see.

15,997. Would she take any part do you think in the selection of the tenants, or would it not be left entirely to the agent?—I could not tell you really about that—whether she would take part or not; but all applications for the farms on her estate are made to the agents.

15,998. Who are the agents?—The agents are Messrs. Gillart of Machynlleth.

Mr. *Griffiths.*

15,999. You have spoken of hardships that the tenants have to endure. They have been obliged to purchase so much lime per acre?—Yes.

16,000. Can you give us the quantity?—I can give you some instances. There is a farm called Hendre; there the tenant has to put about 20 tons of lime in every year. Then there is a farm called Gors; about 13 acres is the whole extent of it; there the tenant has to put in six tons of lime according to the agreement.

16,001. Will you give us the acreage of Hendre?—I could not give you the acreage. I think you will have evidence about that case at Bala.

16,002. Then you consider it is unfair to have an agreement not binding on both sides?—Yes, I think it is. That is the opinion of the farmers too.

16,003. Does the landlady speak Welsh?—She is a Welsh lady. I do not know whether she could speak Welsh or not.

16,004. She is not very approachable I suppose to the tenants?—Oh, she does not reside in Wales at all.

16,005. When permanent improvements are made what percentage is generally added to the rent?—The farmers tell me that the percentage is from 4 to 6 per cent. added on to the rent.

16,006. Is it customary in the neighbourhood when land is taken away for a railway not to allow any compensation to a tenant?—No compensation was allowed when the land was taken by the Cambrian Railways Company—no reduction was made in the rent.

16,007. On more than one estate?—Yes, on more than one estate.

16,008. The tenant is not allowed anything?—The tenants are not allowed any reduction of rent; there may be one or two exceptions, but as a general rule the rent remains the same.

16,009. Do the farmers' children attend school as regularly as the children of labourers?—No, they do not.

16,010. Are they later coming to school in the morning?—Later coming to school, and they do not attend as regularly as the labourers' children do.

16,011. What is the reason?—They have to help their parents at home.

Mr. *Griffiths*—continued.

16,012. You consider that as a rule then that Nonconformists are the best tenants, do you not?—No, I do not say that, but in the case that I gave, there is no doubt that the tailor from Carnarvonshire was not a good tenant either for the land or landlord.

16,013. Do you approve of a Land Court to settle rents?—Yes, that is the general feeling.

16,014. That is the feeling of the farmers that you represent?—Yes, it is.

16,015. That they would like to see a Court?—Some impartial tribunal appointed to fix rents between them and the landlord.

16,016. And to settle all questions?—Yes, they think they ought not to be at the mercy of the landlords.

16,017. You think that where there is a question between the landlord and the tenant, and they can come to a settlement, they should do so, but in the event of the landlord and the tenant not coming to a settlement they should have some court to appeal to?—Yes, certainly.

Chairman.

16,018. There are some questions handed up by Mr. R. Gillart. The first is, "Can you say "what manure the tenant of Hendre (Humphreys) "had applied to his land before he relinquished "the tenancy?" Do you know anything about that?—No. All I can say is that this man had to pay 14*l.* towards what he had not put in the land in the way of lime. Further evidence will be given about Hendre, at Bala.

16,019. "Do you know whether it is not the "fact that he over-ploughed the land?" Can you answer that question?—No, I could not tell you that.

16,020. "Can you give instances where the "landlady or her agent have compelled the "tenant to do two days cartage?"—Compelled them to do it?

16,021. Or in fact where they did it?—What I say is that there is a clause in the agreement binding the tenant if called upon to do it.

16,022. Is it generally enforced?—I do not think it is generally. The complaint is that they drop upon the tenant who happens to be nearest, and leave others alone.

16,023. But it is enforced sometimes, is it?—Oh, yes.

16,024. You have known it yourself?—It has been enforced in the case of the tenant of Ty Du.

Mr. *Richard Jones*

16,025. You said haulage was done "for the estate work." What do you mean by "for the estate work"?—Supposing the Countess de Morella had houses in the village the farmers had to cart towards repairing those.

16,026. Has she a home farm?—No.

Mr. *Grove.*

16,027. You mean something distinct from the benefit to his own farm?—Exactly.

Chairman.

16,028. Then, there is another question, by Mr. Gillart: "Can you give instances where the "rent was demanded six months in advance, "except in cases where the tenant was on the "point of leaving"?—No, I cannot. The two cases I mentioned are, I think, the only two. See 15,958

16,029. Do I understand that when the tenant was on the point of leaving a year before, his rent was demanded in advance?—Yes.

16,030. And there is a clause in the agreement empowering that to be done?—Yes, there is.

16,031. Then another question by Mr. Gillart: "Can you say whether there were "other applicants for Parth y Gwyddwch at "the time it was let to the Churchman you "referred to"?—Yes, that is so.

16,032. There were other applicants, and the Churchman got it?—I have heard some of the applicants themselves say that they had applied for it at the time.

16,033. "Is it not a fact that there was an "exchange of lands or fields when Henblas "Farm was re-let, and are you prepared to say "that the rent was advanced in consequence of "this"? Do you know anything about that?—There was an exchange of fields, but I have not included the rent charged on those fields in the rent I gave as the rent of Henblas.

16,034. Then there is a question by Mr. Owen Wynne: "Are the majority of tenant farmers "in your neighbourhood Nonconformists or "Churchmen?"—Nonconformists.

16,035. Then a question by Mr. John Rowlands: "Do you know what kind of food is "given to children of farmers and labourers "who are sent to your school, and the way of "living of the farmers generally. Can you "give instances within your own recollection?" —Well I could not tell you about the labourers' children, because they live mostly in the village, and they eat at home, but some of the farmers' children, especially in the winter time, bring their food to the school.

16,036. What sort of food is it?—I have seen farmers' children in the school eating barley bread and a red herring divided between two or three of them and drinking buttermilk with it.

16,037. Then the poor children are very badly fed?—Very badly fed indeed. That is only an instance of the kind of food they get. That is the general food brought into the school by the children of small farmers.

16,038. It is not enough to keep the children in health, is it?—No, indeed, it is not. I have known a case of a tenant lately—a small tenant—he dressed himself on Monday morning, and did not undress himself till Thursday night; he was at it with the corn harvest all the time,

Chairman—continued.

and the wife and children were with him binding the corn for those nights—cutting the corn by moonlight; he could not afford any assistance, and he had to do it himself or let the corn be ruined.

16,039. And the children were helping?—The children and the wife and the farmer himself. That is on a farm on the Countess de Morella's property.

16,040. Then the children who come to your school are very badly or improperly fed?—Yes, most of the small farmers' children. I think the labourers' children in the village are better fed, going by the food I have seen come down to school.

Mr. *Grove.*

16,041. Then looking at the children in the school you would consider that they ought to show that they have been underfed. Do you think they do?—Yes.

16,042. I mean looking at them as you look at the children in the school, do you think there is any difference—any appreciable difference—between those that are badly fed and those that are well fed?—Given the same natural ability and the same natural sharpness at first, of course the children who are badly fed are a great deal more difficult to teach.

16,043. That may be so of course, but do you notice it?—Oh, you can see it, yes. Re-examined. 18,480.

The witness withdrew.

Adjourned for a short time.

Mr. David Edwards called and examined through an interpreter.

The following statement of the witness was read:—

"Evidence of Mr. David Edwards, Pantyffa, Llwyngwril.

"My farm, Pantyffa, is on the property of Mrs. Royle, Bala; and Mr. John Williams, of Gwernhefin, Bala, is the agent.

"The farm comprises some 20 acres of dry, thin land, very poor for all kinds of crops, especially in dry years. It has a very strong tendency to become overgrown with furze and brambles, and it is a continual struggle to try and keep these down. Most of the land is higher than the house, and it requires as many as five horses to take a ton load to the highest fields, owing to the steep nature of the land. This number of horses the farm of course cannot keep, and so I am compelled to get the loan of my neighbours' horses and await their convenience.

"The rent 70 years ago was 14*l.* 14*s.* 0*d.* when my wife's great grandfather was the tenant. 63 years ago he gave it up to his son, when the rent was raised to 16*l.* He and his son-in-law during their tenancies reclaimed upwards of two acres of waste land, and also built a very long stone wall, and the rent was again raised to 18*l.* In 1875 the rent was again raised to 22*l.* 8*s.* 0*d.* after a re-valuation of the whole estate made by Mr. Gillart, of Machynlleth. On the rent of 70 years ago therefore the increase is 55 per cent. On the rent of 16*l.* the rent was raised 27½ per cent., and the increase after the re-valuation 18 years ago was at the rate of 24½ per cent. These increases have been wholly on the improvements of successive tenants, the landowner spending practically nothing on improving the place.

"It is built on the side of a rocky bank, with one side sunk about four feet below the surface, and after heavy rains the water flows in a stream right up to the fire-place. The floor when I entered on my tenancy was of earth, and I at my own expense covered the kitchen with rough flagstones—the refuse from the quarry. What is now the dairy was used at first as a bedchamber, and the water used to run to the depth of several inches in a channel which had been worn at the side of the bed in the earth floor. At one end of the house is a baking-house, and that has been so badly constructed that the oven-chimney sometimes will not draw, and the smoke comes through the house wall (which has been built without mortar) and fills the whole house. This wall was not pointed or plastered, as it should have been, before the baking-house was built. During a driving rain storm the rain is driven right into the house through this wall. At the other end of the house is a pigstye which I built myself. The dairy is at this end of the house, and the house wall not having been built with mortar, the smell and liquid-refuse from the stye percolates through the wall into the dairy, and when the wind is in a certain quarter, the stench from the stye coming through the wall is abominable.

"The stable is far too small, there being only one stall less than nine feet wide for a pair of horses, and I sometimes have a yearling on the other side of a temporary partition behind these. The horses, owing to the confined space, often kick one another, and I have been put to a good deal of expense with farriers' bills, &c. The cow-house, again, is far too small, the width being under 15 feet, and sometimes I have as many as five cows in calf in this space, less than a yard for each to lie down. The roof is also in a very bad condition. The doors of all the buildings are very dilapidated. I have no cart-house. The pigstyes, such as they are, and the loft for storing corn, have been made wholly at my own expense. I have repeatedly called the attention of the agents to the wretched condition of the house and buildings, but have failed to get them to do anything. During the 17 years I have been a tenant the landlady has never once visited the place. The boundary walls and hedges are also in a very bad condition, there being many hundred yards which are only from three to four feet high. My land is level with the top of the walls in some places, and that of my neighbours' level with the top in other places. I have to get up from bed on

moonlight nights to drive the sheep of my neighbours out of the swedes, mangolds, &c."

Chairman.

16,044. Do you say that that statement is correct?—I do.

Mr. *Griffiths.*

16,045. I think you said, Mr. Edwards, that the rent of this farm has been raised four times on different occasions?—Yes.

16,046. Have you had any sickness in your house?—No.

16,047. The water is pretty good, I suppose?—Yes.

16,048. Did you ever appeal to your landlord with reference to these bad smells and other things that you complain of?—No; I had not made the pigstye at that time.

16,049. Is there a sanitary inspector in the district?—Yes, I believe so.

16,050. Has he never been to see the place?—He was yonder about 10 or 11 years ago.

16,051. Very likely he has not been in office since that time?—I think he is in office all the time.

16,052. You think he received his pay, I suppose?—I cannot say.

Mr. *Richard Jones.*

16,053. You say the soil on the farm is very poor. What crops do you raise?—Barley and oats.

Mr. *Richard Jones*—continued.

16,054. Do you get good crops?—Very bad crops this year.

16,055. And yet you have to plough it frequently, or else it produces weeds?—Yes, otherwise it will grow wild.

Mr. *Grove.*

16,056. What is the acreage of the farm?—I have never had the measurement, but I should think it is about 20 acres.

16,057. Is the landlord quite aware of the smallness of the cowhouse and the stable, and the general inconvenience of the buildings?—The agent ought to know. He has been yonder several times.

Mr. *Richard Jones.*

16,058. Will you mention the name of the landlord?—Mrs. Royle.

16,059. Who is the present agent?—Mr. Williams, Gwernhefin, Bala.

Mr. *Griffiths.*

16,060. Have you any family?—Yes.

16,061. What is the number of your family?—A wife and six children.

16,062. How many bedrooms have you?—Two bedrooms, and four beds.

16,063. I suppose you have boys and girls?—Four boys and two girls.

The witness withdrew.

Mr. ELLIS EDWARD WILLIAMS called and examined through an interpreter.

The following statement of the witness was read:—

"Evidence of Mr. Ellis Edward Williams, Hendre Eirian, Dyffryn, tenant farmer, Hendre Eirian.

"I was brought up at Bodgwilim, Llanaber, on the estate of Captain Wynn Griffith, Llanfair. The rent when my father took it in 1844 or 1845 was 55*l.* It was in about 15 years or less raised to 60*l.* Three fourths of an acre of the best land was taken from it towards the parish graveyard without notice or allowance. In 1871, I took it after my father had given it up. The railway when it went through took about three acres of the land. No reduction in the rent was given. In 1871 the rent was raised to 80*l.* My father had built some walls, but he received no compensation for them. I only held it for one year, leaving in 1872. I received notice to quit from them. The farm was held by me without a written agreement, according to the custom of the country.

"The following is a list of farms in the parishes of Llanaber and Llandwywe and their rents in 1863 and 1893:—

Llanaber Parish.	1863.	1893.
There were buildings given at:—		
Llwynwews	80*l.*	130*l.*
Hendre clochydd	33*l.*	40*l.*
Bodgwilym	60*l.*	80*l.*
Ffridd fechan	20*l.*	30*l.*
Hafodty	9*l.* 12*s.*	21*l.*
Hendre mynach (Kirk)	39*l.*	60*l.*
" " (Richards)	45*l.*	55*l.*
Cellfawr	52*l.*	65*l.*
Cellfechan	45*l.*	80*l.*
Ceilwart uchaf	36*l.*	60*l.*
Ceilwart ganol	40*l.*	40*l.*

Llandwywe Parish.	1845.	1893.
Roswen	48*l.*	70*l.*
Llwynyn	18*l.*	33*l.*
Caer elwa	13*l.* 10*s.*	18*l.*
Frongaled	48*l.*	80*l.*
Tyddyn du (new house here)	48*l.*	60*l.*
Llanddwywe (buildings given here)	21*l.*	47*l.*
Tyddyn mawr and Pen y bryn (buildings given)	125*l.*	180*l.*
Caerllwyn	29*l.*	40*l.*
Eithin fynydd	80*l.*	95*l.*

"This is a list of the prices obtained for my cattle during the period from 1873 to 1893.)

"From 1873 to 1886, average of 13 years, 16*l.* 10*s.* 0*d.*

"From 1886 to 1893, average of 7 years, 10*l.* 10*s.* 0*d.*

"The prices of my ewes from the year 1873 to the year 1893:—

"From 1873 to 1886, average of 13 years 1*l.* 1*s.* 6*d.*

From 1886 to 1893, average of 7 years, 15*s.* 6*d.*

"The prices of my wethers from the year 1873 to 1893:—

"From 1873 to 1886, average of 13 years, 2*l.*

"From 1886 to 1893, average of 7 years, 1*l.* 10*s.* 0*d.*

"The prices of my lambs from the year 1873 to 1893:—

"From 1873 to 1886, average of 13 years, 1*l.*

"From 1886 to 1893, average of 7 years, 15*s.* 6*d.*

"The price of the wool from the year 1873 to 1893, per lb.:—

"From 1873 to 1886, average of 13 years, 1*s.* 3*d.*

"From 1886 to 1893, average of 7 years, 9*d.*"

Chairman.

16,064. Do you say that that statement is correct?—Yes.

16,065. You received notice to quit in 1872?—Yes.

16,066. And your family had been on the land for between 40 and 50 years?—45 years.

16,067. What reason was given you for receiving the notice to quit?—They gave notice to quit to the estate altogether.

16,068. Was it going to be sold?—No, re-valued.

16,069. Was the rent raised in 1872?—Yes.

16,070. It was raised to 80*l.* in 1871. Was it raised again?—No, not after 1871.

16,071. Did you receive any compensation for the walls, and what you built?—No, nothing.

Mr. *Richard Jones.*

16,072. Why did your landlord give you a notice to quit?—He knew I had taken another farm, and the person who took it, and the agent, were great friends, and I believe it was the work of the agent.

Mr. *Richard Jones*—continued.

16,073. Did you intend holding the two farms?—No, I did not.

16,074. You had taken this farm before you had notice to quit?—Yes.

16,075. I see you say that there is no agreement on the estates in the neighbourhood. Is there permission for a tenant, according to the custom of the country, to farm as he likes?—There was an agreement on the estate, but I had not signed one. I took the farm for a twelvemonth after receiving the first notice to quit.

16,076. Without an agreement?—Yes.

16,077. What was the reason you did not leave when you got the first notice?—I had not taken another farm at that time.

16,078. Is it a common thing in this neighbourhood for farmers to farm without agreements?—No, it is not common, but some do.

16,079. On whose estates have these advances taken place in the list you have handed in?—In Llanaber the greatest landlord is Mr. Abrams, of Barmouth.

16,080. And in Llandwywe?—Mr. Ansell, of Cors-y-gedol.

Mr. *Griffiths.*

16,081. You say three acres of your land was taken away by the railway, and you have had no compensation whatever?—More than three acres—four or five I should say.

16,082. I suppose if the railway took the whole farm, you would be obliged to pay the rent just the same?—It would be very difficult to do that.

Chairman.

16,083. This is a question by Mr. Owen Wynne: "Who was the agent in 1871?"—Mr. John Rae.

16,084. This is a question by Mr. Vincent: "Since 1863 has not the neighbourhood of Bar-" mouth and Llanaber been opened up by " railways, and has not a good market arisen " for all agricultural produce?"—It is a little better, but not compared to the loss we experienced on the farm.

The witness withdrew.

Mr. DAVID HUMPHREYS called and examined through an interpreter.

16,084*a*. "Evidence of David Humphreys, Tirgawen, Llanegryn, farmer.

"I farm 272 acres, besides a sheep walk. The land belongs to W. R. M. Wynne, Esq., Peniarth. My evidence will relate chiefly to game. We take general advantage of the Ground Game Act to protect our crops, but there is no effort made to kill hares. We feel that a reform in the Ground Game Act, is wanted in its connection with the mountain. Under the present Act, the mountain is a kind of rabbit warren, and they catch almost all before the tenants can have the right to go to the mountain, although they receive loss. Last season the keepers caught in one day between 80 and 90 through ferreting. Another grievance the farmers have is, that they do not clear the coverts properly, which are connected with almost every field belonging to some farms. We ought also to have some law to protect us in this, either to compel proper enclosure, or else

See 16,166–17,706.

9501, give the property in rabbits wholly to the farmer. It was altogether misleading to say at Barmouth that there were three rabbits to the acre, possibly for the whole estate they were three per acre. It is only fair to state that about a third part of the estate is marsh land, on which land there are no rabbits. There are several farms also without any, and others where there are no causes for complaint. On the other hand, on other farms, they suffered from fields of corn being eaten up, and they did not get back their seed. I can mention plenty of eye-witnesses to this. With regard to game, pheasants, &c., I believe no one would offer any opposition to the landlord taking all those which were wild; but this mode of rearing, causing very great unhappiness and loss for the sake of pleasure, is truly disgraceful. It is estimated by guess that about 1,800, including the old stock, are reared on the estate. To start with, the coops are placed on a convenient hay-field, and we generally get a shilling a coop for so doing. Then they are removed in the direction of the corn-field. Sometimes they are placed in a row by the side of the corn, and at other times in the woods outside the wire and corn, and in the covert, and often the tops of the stacks are seen covered with them. Beside the damage done to the barley after it has been cut, according to the custom of this country, it would be useless to plant beans, and loss is also suffered with the potatoes. I wish it to be understood that some parts suffer far more than others. On four farms, generally 800 are shot, but as Mr. Wynne has a yearly account, I would ask you to appeal to him lest I might be doing him a wrong. With regard to the damage done to the aftermath, I would be glad to make you eye-witnesses. The birds trample it, whether wet or dry, until it is pressed on the ground, and then it rots. I wish you to know that they cause more loss with the aftermath, than the rabbits, because rabbits run along the same paths, whilst they trample over the whole field with the exception of small tufts. We, as a neighbourhood, believe that the loss is at least 10 per cent. With regard to the struggle to pay the rent, it is almost incredible; the farmers and their wives work harder than their servants, they work like slaves. The rabbits and game are sent, when killed, to England to be sold."

Chairman.

16,085. Do you say that that statement is correct?—Yes, I do.

Mr. *Grove.*

16,086. Have you made any claim for compensation for damage done by game?—No. I considered that Mr. Wynne knew about it, and I should be going against his wishes if I sent in a claim, and that would lead to disagreement between us.

Mr. *Richard Jones.*

16,087. You say that the Ground Game Act is not used by the tenants, except for the purpose of taking rabbits. What is the reason why they do not make use of it, so far as hares are concerned?—We do that out of respect and goodwill towards Mr. Wynne.

16,088. Is it from respect or fear?—Out of respect one way, and fear also.

16,089. Which is the predominant feeling?—Fear.

16,090. I do not understand this sentence in your statement. "Under the present Act, the "mountain is a kind of rabbit warren, and they "catch almost all before the tenants can have "the right to go to the mountain, although "they receive loss." What is the meaning of that?—The keepers are those who go to the mountain; and the farmers are those who suffer loss.

16,091. Do not the farmers go up into the mountain to kill them?—The Ground Game Act stops them.

Mr. *Griffiths.*

16,092. Have they the right of grazing sheep on the mountain?—Yes.

16,093. What do you understand by keeping the coverts clear?—Too many are left in the coverts, so that they breed and come out to the fields and cause loss.

16,094. Will you kindly explain again what is meant by wild game?—All breeds that rear on their own accord—pheasants and partridges.

16,095. The mountain land is not wired off from the other land, is it?—No.

16,096. Do you think the land is let at a lower rate, owing to the landlord having the right to the game?—No, I do not.

Mr. *Richard Jones.*

16,097. I have another question to ask you with regard to farmers' wives. Do you adhere to the statement that farmers' wives work hard, and take part in the household work?—Yes, I do. One of them was telling me this morning that she had been churning, and she is on one of the largest farms on Mr. Wynne's estate.

16,098. Churning alone?—Yes, she and a boy.

16,099. What time do they get up as a rule?—About 5 o'clock in the morning.

16,100. Do they take part in the milking?—Yes, unless they are preparing breakfast.

16,101. And I suppose when milk is given for the calves they take a share of that work?—Yes, everything.

Chairman.

16,102. These are questions handed in by Mr. John Rowlands. The first question is: "Mr. "Wynne has mentioned, in his evidence at Bar- "mouth, that a farmer has bought a farm for "6,000*l.*, and now lives himself upon one of "Mr. Wynne's farms. Do you know to whom "he referred?"—I can only guess who he is. See 9510, 9596.

16,103. "Was the farmer referred to a large "grazier and cattle dealer, and his father before "him?"—Yes.

Chairman—continued.

16,104. "Are there any farms in your district "the rents of which are devoted towards "education, or anything else?"—Yes.

16,105. "What is the state of repair of those "farms, and are the rents high?"—I do not know. They are not very near to me.

16,106. "Do you know of any farms let to the "highest bidder?"—Yes, but not on Mr. Wynne's estate.

16,107. "Mr. Wynne in his evidence at Bar-"mouth said that the fences are bad. Can you "account for their bad repair?"—They must be getting worse every year, and the reason for that is that the rabbits have dug within the banks, and eaten the roots of the setting as well.

Chairman—continued.

16,108. Destroyed it?—Yes.

16,109. "Do you know where farmers' dogs "have been killed or poisoned?"—I think there was one pretty lately.

16,110. "Do you know whether farmers know "anything at all about the Agricultural Hold-"ings Act?"—Nothing, so far as I know.

16,111. This is a question by Mr. Vincent: "Do you not know perfectly well that other "people have made claims for game, and have "been paid, and that there has been no quarrel?" —No compensation has been paid within the last six or seven years, at any rate for the game.

The witness withdrew.

Mr. EVAN EVANS called and examined through an interpreter.

The following statement of the witness was read:—

"Evidence of Mr. Evan Evans, Gesail, Towyn, farmer

"There are not many farmers who are free-holders in our district, and their number has decreased greatly during the last 40 years. The reason for this is that they receive higher interest for their money by selling them to the different estates. No one hardly buys his own holding here. The farmers are tenants, they and their wives undertake the work. The farmers' wives do the housework, rear the calves, and feed the pigs and fowls. The children in our neighbour-hood generally take to doing work on the farm. It is an exception for anyone to receive wages during the last 10 years, so the farmers have not received interest for their money nor wages for their children, and it may be said without hesi-tation that the present liabilities could not be met and wages as well.

"The work done by hired labourers and by members of the family is about equal. Most of those who are hired by the year live and board on the farms of those who hire them. The wages of the best men 45 years ago were from 8*l.* to 10*l.*, but by this they get from 28*l.* to 30*l.*, and those under 7*l.* by this receive 20*l.*, and women, who received from 3*l.* to 4*l.*, now get from 12*l.* to 15*l.* The houses have im-proved much, and the accommodation is greater. Few workmen live anywhere but in the villages. Those who hire on the farms are young men, and hire by the year. The supply is equal to the de-mand, except a little at harvest time; but not with thorough agriculture.

"We could believe that owners of estates enjoy comfort, as far as dwellings, and food, and opportunities for recreation go. And freeholders, if their land is unencumbered, or if the interest is higher than their present rent, have no comfort because their land is less in value. And farmers who are tenants are full of anxiety; although the houses and food are better, they are able to enjoy but few luxuries. I can speak for my fellow farmers that the majority are honest men, and anxious to pay their way, but the present state of agriculture, and of trade, make it impossible for them to do so. And land-owners, by their conduct in handing back from 10 to 15 per cent., acknowledge this, and farmers are glad of it; but it is a charity, and makes farmers feel almost like paupers. Before they enjoy real comfort they must get something, otherwise we must, like many others before us during the last 50 years, move somewhere, and the sooner the better, before we are undone. The depression has affected us during the last 15 years at least, bad seasons during the first five years, and reduction in prices during the last 10 years. This is a proof which has been acknowledged by landlords by abatements on two different occa-sions during the time. The landlords keep up the rents of their farms. Comparatively good wages are paid to labourers, and bread is cheap, and consequently farmers are obliged to suffer, and tradesmen feel from it. Certainty of compen-sation for improvements made is wanted, so that farming may be encouraged. Bearing the position of the population in mind, we do not believe in protection. As we farmers have to compete with foreign countries, we cannot do so without an appreciable reduction in the rents."

Chairman.

16,112. That is your evidence, and is it correct?—Yes.

16,113. Whom do you live under?—Under Mrs. Scott, of Peniarthuchaf.

Mr. *Griffiths.*

16,114. You say that the labourers flock into the villages and towns?—Yes.

16,115. Is it because they have no cottages in the country which are suitable?—No, the farmers do not hire them for certain, and for that reason we cannot get them to live in the cottages on the land.

16,116. Supposing they are given a plot of ground to keep a cow, would they be induced to stay there then?—There is an inconvenience with regard to the schools. If they have chil-dren it is no use for them to live anywhere but in the villages.

Mr. *Richard Jones.*

16,117. You say that the number of freeholders has decreased during the last 40 years. In other districts which we have visited it has been said that about 15 years ago they increased very much, and that farmers bought their holdings in order to obtain security of tenure. Then I take it that in this district you feel pretty secure that you will not be turned out of your farm; is that so?—I think I can say that we are on the whole, provided that we pay the rent.

16,118. Will you kindly tell us what is the usual course adopted by an agent on the estates that you speak to in letting a farm?—He looks into the history of the applicant.

16,119. Do you know of any instances where he would tell an applicant to go and walk the farm and come to him and make a bid and afterwards to the next applicant the same?—I do not know that that ever happened on the estate on which I live.

Mr. *Richard Jones*—continued.

16,120. That is Mr. Wynne's, is it not?—No, Mrs. Scott's estate.

16,121. You do not know whether it has occurred on other estates or not?—Generally, farms are let at the previous rents, and it is pretty well understood what that rent would be.

Mr. *Grove.*

16,122. You gave an instance of two abatements, I think, in your evidence?—Yes.

16,123. Can you tell us what amount it was, how much per cent.?—10 to 15 per cent. the first time, and 15 now.

16,124. Do you know of any cases of permanent reduction in rent?—Yes.

16,125. Could you give us those?—Yes, there are two farms on Mrs. Scott's estate upon which they have done this.

16,126. Do you know what the amount per cent. was of the reduction upon those?—I cannot say exactly.

The witness withdrew.

Mr. John Humphreys called and examined through an interpreter.

The interpreter read the statement of the witness in the Welsh language and afterwards read it in English as follows:—

"Evidence of John Humphreys, Towyn, coal merchant.

"I am a merchant selling coal, lime, bricks, and manure, and give evidence for the parishes of Towyn, Llanegryn, and Llanfihangel, and I undertake to bring forward a few facts to serve as evidence to show in what straits and how very pressed farmers are, especially this year. They are chiefly my customers, and so I know something about them.

"I have observed that they always carry lime and manure to their land, according as their circumstances may be. If the times are good and successful, and they have something at their back, the farmers give extensively to the land; but if the prices are low and the seasons bad, and depression comes, they immediately proceed to give less. It happens to be so this year, more perhaps than in any year.

"In the years 1881, 1882, and 1883 I sold about 800 tons of lime yearly; this year the whole amount I sold was 435 tons, and from this 98 tons went towards building and repairing, so that which went to the land is 337 tons. If you would wish to have an idea over what extent of country that has been spread, I would take you first to one of the nearest farms from here to Aberdovey, thence we would go along the valley as far as Rhiwogo (a farm on the slope of Cader Idris by Llyn Talyllyn); after this we would turn and would go down along the parishes of Llanfihangel and Llanegryn and to the end of Celynin, and on until we reached Llwyngwril. This is a portion of pretty extensive agricultural land and contains a great deal of arable land. The lime has been spread pretty meagrely over the land, has it not? Perhaps some one might say there are three months before this year is over, and a great deal more lime may be carried before then. In reply to this, I may say that no one has carried scarcely anything towards the end of the year for many years. The time when it is called for, is during the spring months and the beginning of summer, and if you were to inquire at the three stations—Aberdovey, Towyn, and Llwyngwril you would find that there is no one else here besides who has sold but very little. I have been selling from 12 to 15 tons of manure yearly. This year I only passed off 7 tons.

"Another matter which shows how bad times are is the much greater amount of money which goes now to make a little business as compared with former years. Having made up my bills for the half-year terminating at the end of June and counting them all up, they make 1745*l.* 16*s.* From 9 to 12 years ago I did not have more than about 1,000*l.* on my books about this time of the year. I can also say I never saw such a difficult time to get money as this year. My liabilities for the last half-year terminating at the end of June were - £1,112 12 10

Receipts for the half-year - 866 2 3

Deficit - - £246 10 7

I received within the same period last year 1,188*l.* 2*s.* 6*d.*, or 322*l.* 0*s.* 3*d.* more than I received this year; and as far as I can see now, it will not be much better at the end of the current half-year. I have started my trade since the commencement of the year 1868, and I can say, without hesitation, that I never saw more depressed times.

Chairman.

16,127. Is that your statement, and do you say it is correct?—Yes.

Mr. *Grove.*

16,128. We gather from that, I suppose, that the farmers are very much in debt to you?—Yes.

16,129. Are there any allotments near Towyn?—The commons were divided about 100 years ago, but they have been taken possession of by the large estate owners.

Mr. *Grove.*

16,130. But you are speaking of commons; I ask you with regard to allotments?—There are no allotments.

Mr. *Griffiths.*

16,131. Can you tell us the reason why there is not so much lime used now as formerly?—The farmers are poor and disheartened.

Mr. *Griffiths*—continued.

16,131A. Is it true as well that there is more labour attached to lime than to artificial manure?—Yes.

16,132. You sell artificial manure, do you not?—Yes.

16,133. Which do the farmers prefer as a rule, artificial manure or lime?—Taking everything into consideration, lime.

16,134. Do they sometimes beg of you not to send in your account until they have the produce of the crops?—They do not ask me not to send in my bills, but they do ask me to wait for some time.

16,135. Is that the reason then that you say there is more money required to carry on your business now than formerly?—Yes.

The witness withdrew.

Mr. WILLIAM LLOYD called and examined.

16,136. The interpreter read the statement of the witness in the Welsh language and afterwards read it in English as follows:—

See next witness's evidence, Qu. 16,166.

"Evidence of Mr. William Lloyd, Llangelynin.

"My grandfather became tenant to Mr. Wynne, the present Mr. Wynne's grandfather, in the year 1818 to Nant Llanegryn. After that my father became tenant. My father took in 1892 Y. Waen as tenant.

"When living with my father in the year 1869 I took the Waen farm, which borders for the most part on the afore-mentioned place, namely, Nant Llanegryn. The rent at that time was 70*l.* At this time the house and buildings were in a deplorable condition, and in order to improve things I incurred many expenses to start with, by carrying materials towards roofing the cowhouse and raising part of the walls. Quite one third of the cowhouse had been roofed with straw.

"In 1880 my landlord, Mr. W. W. E. Wynne, the father of the present Mr. Wynne, died.

"In May of 1881 a new wing was built to the old house of Y Waen. I hauled all the materials. I carried 32 loads of gravel to it from a great distance, about two miles The gravel was raised from a place 250 feet above the level of the sea, the first mile coming down until within 40 feet above the level of the sea and the last mile going up to 400 feet, so the road was a specially steep and difficult one. In the year 1886 a part of the old house was re-raised, one side of the barn and the stable wall. I hauled everything towards this work, consisting of lime, timber, slates, and paving stones—some of these things from a very great distance. The cost of carrying towards this work and towards the work made in 1881 was as great as the cost of building, that is, the cost incurred for this was equal to that of the landlord, taking into consideration the inconvenient and laborious position of Y Waen.

"In 1884 Mr. Wynne took from the farm a field known as Caecoch consisting of 3 acres. This field was better than the ordinary farm land and was suitable land for growing wheat. Trees were planted in this field and the place was specially reserved for rearing game. The consequence of this was the birds and rabbits and the hares sheltered in this place and came on the cornfields and destroyed the crops. For one year I paid the rent in full although this field had been taken from me. After this for some time 1*l.* was returned to me and after this my rent was reduced by 2*l.*, which made it 68*l.* I also paid tithe on this field after Mr. Wynne had taken it away. I asked the agent for a reduction on this land but he refused, saying that the tenants paid the tithe on all the woods.

"In 1888 or 1889 a part of the meadow, about an acre and a half, on the driest and most sheltered part of it, was taken away where the cattle used to go to lie down. Room was made for the game here and at the same time a portion of land of a neighbour of mine, John Jones, Hen Shop, was taken for the same purpose. The result of this was my farm crops were destroyed. I did not receive a reduction in the rent nor any kind of acknowledgment for this. John Jones told me also that he had no acknowledgment at all. I had to keep on paying the tithe on this part also.

"In March 1892 I received notice to quit Y Waen. A few days after receiving this notice Mr. Wynne sent a bailiff to the farm and the agent with him to raise the rent for the year ending March 1893. I paid what the bailiff asked, the rent in advance. I do not know any reason why I should be treated thus. My family had been tenants to Mr. Wynne's family since the year 1817. I had spent a good deal on the land and had paid the rent in proper time and had cultivated the land in the best manner. Mr. Wynne had been speaking with me at my farm before I received the notice. He

did not say a word with regard to the manner in which I was cultivating the land. Mr. Wynne asked, having seen that I was dressed in black clothes, where I had been. I told him that I had been burying one of the poor. After this we went on to talk about the poor in connexion with the Dolgelley Board of Guardians, of which board I was vice-chairman. Mr. Wynne said, 'Try to keep them down, Lloyd.' I attribute the receiving notice to leave the farm to the fact that I am a well-known Liberal and a conscientious Nonconformist, and that Mr. Wynne is a Conservative and is an enthusiastic Churchman. In the previous autumn I tried as chairman of the Dolgelley Board of Guardians to do away with the *ex-officio* guardians, and the same day at a meeting at Towyn held in connexion with the charities of the parish of Llanegryn I voted for devoting them towards intermediate education. I know that Mr. Wynne has consistently opposed these movements. The feeling of the country is that I was turned away from my farm because I was a Liberal and Nonconformist. The present tenant of Y Waen is a Churchman. He left the Methodist Chapel a short time before receiving the farm, and he married the daughter of a joiner on Mr. Wynne's estate. After the new tenant had gone to Y Waen Mr. Wynne made several improvements. He had refused to carry them out for me. It is a general complaint that the landlords make improvements and reduce the rent to incoming tenants whilst refusing the old tenants. I feel strongly that we must have changes in the Land Acts, and we must have a land court for the purpose of fixing a fair rent and giving some security to the tenant to remain on his land after labouring and spending his capital on it and certainty for compensation for improvements made on the land.

"Mr. Wynne's agent is a thoroughly inexperienced man. He does not understand the least about land. He is a joiner by occupation."

Mr. *Grove.*

16,136A. When the three acres were taken away from your farm, did they offer to reduce the rent?—No, they said nothing about it.

16,137. They did reduce the rent after a year or so by 2*l.*, did they not?—They gave me 1*l.* one year, and then 1*l.* each half year.

16,138. Did you ask for a reduction of the rent then?—No, I did not say anything.

Mr. *Richard Jones.*

16,139. If I recollect rightly, Mr. Wynne stated at Barmouth that he had never given notice to a tenant to quit, only in one case, and that was for arrant bad farming. Do you think he was alluding to you then?—Yes, I think so—no, not for that. Ask it again please.

16,140. Mr. Wynne in his evidence at Barmouth said he never gave notice to a tenant to quit, except in one case, and that was to a tenant for bad farming. Do you think that he was alluding to you then?—I think that the only excuse was for such a feudal system as

Mr. *Richard Jones*—continued.

that—as they are acting for the feudal system only. That is the excuse.

16,141. Do you think it was to you he was alluding?—Yes.

16,142. Could you, if we desired it, bring witnesses here to testify to your good character as a farmer?—Yes, as good as my neighbours.

16,143. But you say that the general impression in the neighbourhood was this, that you were sent from your farm because you were a Nonconformist and a Liberal?—Yes.

Mr. *Griffiths.*

16,144. When you left the farm did you make any claims for compensation?—No, I asked for the tithe allowance on the tithe for that field.

16,145. Is it a general thing for the farmers to pay the tithe upon the plantations?—I do not know. They talked about it at Peniarth, and that was what the agent of Mr. Wynne told me.

16,146. It seems a hard case that you cannot get the use of it, and that you have to pay a tithe for it?—Yes, I think so indeed.

Mr. *Grove.*

16,147. You spoke of the damage done by game, did you not?—Yes.

16,148. Did you make any claim for compensation then?—Yes, I mentioned it once when paying my rent—at the rent audit.

16,149. How did they receive your communication? What did they say to you?—They say there was not much damage, the same as Mr. Wynne.

16,150. Did you get any compensation paid you?—No, none at all.

Mr. *Richard Jones.*

16,151. Could you tell us how many coverts there are for rearing on Mr. Wynne's estate?—What do you mean by that?

16,152. Land that has been converted into coverts for rearing pheasants?—There are many plantations. Do you mean plantations?

16,153. Yes, plantations?—I do not know indeed. The assessment of the parish, and the other parish too in connexion with Mr. Wynne's estate, will show I cannot count them. They increase them and widen them; they make them in new places.

Chairman.

16,154. The following questions are put by Mr. Vincent: "Were you not in fact a negligent tenant?"—No, I did everything in order to better all things belonging to me, and for the purpose of paying my liabilities.

16,155. "Were not your fences, ditches, and so forth, in very bad order?"—The rabbits had done a great deal to them lately and damaged them a good deal.

Chairman—continued.

16,156. "When the agent in March 1891 "came to serve the notice to quit were not your "stacks of the preceding harvest still un-"thatched?"—No, they were perfectly safe. I had secured them safely from all kinds of weather. I had no loss.

16,157. "Were there not pigs on the top of "the stacks and in the barn"?—They could not go as high as that, I believe.

16,158. Will you say "Yes" or "No"? "Were there not pigs on the top of the stacks and in the barn?"—I did not see any pigs either on top of the stacks or in the barn.

Chairman—continued.

16,159. "Did you ever thatch your hay-stack of 1890?"—Yes.

16,160. "Is it now rotting into manure?"—That was not hay.

Mr. *Richard Jones.*

16,161. What was it?—It was something which had been carried there—something like waste.

Re-examined, 16,167.

The witness withdrew.

Mr. Owen S. Wynne re-called and further examined.

Chairman.

16,162. What do you wish to state?—I wish, my Lord, to make a short reply to the three witnesses who have said anything to day affecting the estate that belongs to my brother, Mr. Wynne, of Peniarth. The first witness was the Rev. William Davies, minister of Llanegryn, and I must say that taking it altogether, he gave his evidence fairly. There was a field of barley which he mentioned, which he said was very much damaged by the game, belonging to a certain tenant. He did not name the tenant. I should have liked to know whether the tenant put in any claim for the damage that was done, I did not hear that he did. He also mentioned that the rents of some farms were raised, but I think he meant, so far as I understood him, the rents of farms before my brother purchased them.

See 15,842.

16,163. With regard to the barley fields, is there anything more you wish to say?—I do not know whose field of barley it was, and what I wish to ask is, did the tenant put in any claim for the damage done to it?

Mr. *Richard Jones.*

16,164. We have asked him to supply a copy of the claim?—Yes, I should like to know that. Then about the rents of the farms that my brother bought. I think I can state with regard to almost every farm that my brother has bought, he has had to reduce the rents and they pay him something like 2 per cent., as he said in his evidence at Barmouth. There has been very little improvement in the drained land, as Mr. Davies admitted. That is the fault of the tenants, and not the fault of the landlord. I may say that my brother, and my father before him, went to something like 11,000*l.* or 12,000*l.* expense in draining a large tract of land above and below Peniarth, and to that land there has been little or nothing done by the tenants. He mentioned, in one case, that there was very little intercourse between landlord and tenant, but when I questioned him, he said that did not refer to my brother and himself. I say that my brother is constantly going about the estate, and is continually seeing the tenants, and Mr. Davies and my brother have met very frequently, and have always had friendly intercourse together. I should have liked to know the name of the tenant who was refused compensation for the game trespass. I think the Commissioners asked him if he would supply the name.

Mr. *Richard Jones*—continued.

See 15,9

Chairman.

16,165. He said he would not supply the name?—As I have no opportunity of refuting it, I should like to know.

Chairman.

Mr. Davies, did you obtain the consent of that gentleman to hand in his name?

Rev. *W. Davies.*—I have not seen him.

Chairman.

Then when the consent is obtained, will you please do so?

Rev. *W. Davies.*—Yes.

Chairman.

16,166. Will you please continue, Mr. Wynne?—I think that is all I have to say about the Rev. William Davies' evidence, which, on the whole, I think is fair. The next witness was Mr. David Humphreys, of Tirgawen. He complained of the ground game, and of the hares. I say distinctly that I do not think you could find half-a-dozen hares on his farm at the present moment, and there are very few rabbits indeed. He complained that the keepers did not clear the rabbits well out of the coverts. I can only say that they always do their best to kill them. My brother said in his evidence at Barmouth that something like three rabbits to the acre were killed. He made a mistake, and Mr. Seebohm corrected him there, and instead of three rabbits to the acre, it should be one rabbit to three acres, and that makes a very great deal of difference. Mr. David Humphreys has always taken advantage of the Ground Game Act, and he uses his gun freely, and kills rabbits whenever he gets the chance, especially round the corn-fields in spring. He mentioned that a very great

See 16,084*a*, 17,706.

Chairman—continued.

number of pheasants were reared. He exaggerated the number considerably. I know my brother rears a good many pheasants, but nothing like the number which was stated. When a field is taken for the pheasants to be reared, my brother pays 1*s.* per coop for putting them down, and the coops are on the field about six weeks, and the tenant has the aftergrass or can cut hay afterwards. He was paid for game trespass in 1888, and since that time he has not claimed compensation. I have no doubt my brother would have given it to him if he had applied. He stated that very likely if he had applied, he might have had a quarrel with his landlord. I say distinctly that his landlord would not have quarrelled with him at all; he would have considered the case very fairly, and I am quite certain if he had applied, he would have given him such compensation as is reasonable. He always has used the Ground Game Act, as I said before. He said the fences were bad because the rabbits eat them, and made holes in them. I say that is not the case, and it is not the case generally, for the fences are bad, and the farmers do not keep their fences as well as they should. I say that compensation was paid in 1888. The rabbits were killed in the summer and the winter, and whenever the keeper is applied to, he always goes and kills rabbits if they are doing any harm at a particular place more than another. The tenant also kills them too, and perhaps it is for that reason that he complained that too many rabbits are killed on the waste ground, because he would like to have an opportunity perhaps to kill a few more himself. I may add he has had his rent permanently reduced something like 25*l.* a year. A new house has been built on the farm; all his buildings are new, or nearly new, and he is having a new shed built for him now at the cost of about 60*l.* The whole of his drainage rate is paid by the landlord. Therefore, I do not think that Mr. Humphreys has very much to complain of. I say emphatically that I am quite certain that my brother, if he appealed to him for any compensation for trespass done, or damage done by game, would meet him in the fairest possible manner.

e 16,136. "I should like to say a few words as regards Mr. William Lloyd, of Waen. I knew his father very well many years ago, and he was tenant of Nant. His father died, and his brother became tenant of Nant and this William Lloyd became tenant of Waen. His brother is tenant of Nant now, and an excellent tenant he is, and I hope he will be there for many years to come. Mr. William Lloyd says he took Waen in 1869 at a rent of 70*l.* I daresay he did. The rent is now 68*l.*; it has been reduced 2*l.*, as he stated just now, for that small bit of planting. He hauled, he says, to a new wing which was built to the house in 1881. I know all about it. It was a very small wing

Chairman—continued.

put on to the house, and I cannot but think that he is exaggerating with regard to the materials he carried. I may say this, that he was under one of the old forms of agreement, and when he went out he could have claimed compensation for haulage and any improvements he did to the farm, but he never made any claim whatever. He was under an old form, and we had not even contracted out of the 12 months' notice to quit, and he had 12 months' notice to quit. I may add that there was a small covert taken off his farm, and for this compensation was paid. The tithe rentcharge I cannot now remember about, but I am quite sure whatever was fair was paid to Mr. Lloyd. As regards game there is literally no game on that farm. I should think there is hardly any farm in the country upon which there is less game than Mr. Lloyd's. I do not think if you gentlemen were to go over it that you would find a rabbit or a partridge on his farm. Mr. Wynne talked to him several times about his farm, and it was in a miserable state. I may say I walked over it, and I do not think in the whole county of Merioneth there could be found a farm in a worse condition than Mr. Lloyd's. He is what I should call a pig of a farmer. I have had something like 1,700 tenants to do with, and I never came across, with any exception, such a dirty farmer as Mr. Lloyd, and I state emphatically here that it was not on account of his religious principles or his political views that he was turned out of his farm. My brother was away at the time, and I gave him notice (as his attorney) to quit the farm, and the sole reason he was given notice to quit was because the farm was in such a miserable state. The bailiff, who is here, went over the farm a short time before, on the 17th of March 1891, and found all his corn stacks without any thatching from the harvest of 1890. There were two pigs either grubbing at or running over one small stack that was almost on the ground, and there was a sow in the barn. There was a hay-rick of 1890 which was made in a field about a quarter of a mile from the buildings and which which was never thatched. Part of it still remains to be seen rotted into manure. The corn stack had gone to ruin between cattle, geese, and crows. Everything in the farmyard, out of it, and all about the place was in the most miserable state of dilapidation and ruin, and I have no hesitation in saying, as I have said before, that it was not on account of political principles that he was turned out of his farm, but it was because he was the very worst farmer that I ever came across in my life. I say that in justice to Mr. Wynne. I think I have made my reply as short as possible and said all that is necessary in reply to the insinuations contained in those three witnesses' statements.

The witness withdrew.

Mr. William Lloyd recalled and further examined through an interpreter.

Chairman.

See preceding witness.

16,167. Do you wish to say anything upon what Mr. Wynne has just said?—Mr. Wynne never said a word to me about the cultivating of the land before giving the notice. He says so now; I think that is only his excuse for the feudal system on which he acted, he never mentioned a word to me.

16,168. Do you deny that your farm was in a very dirty state?—Yes, I deny that. It was not. It was as good as the neighbours.

16,169. It was in about the same condition?—Yes.

16,170. Then you say there were no pigs in your corn or in your barn?—No; nothing at all of that sort. The thrashing machine was there in April; nothing was thrashed in that way.

16,171. Have you got anybody you can bring to bear witness to the state of cultivation your farm was in?—I think my neighbours about the country can say the same.

16,172. There is nothing more you want to say?—Well, I say that Mr. Wynne has told a lie about me in that way.

Chairman—continued.

16,173. You must retract that; we cannot have that sort of language used before the Commission at all. You may make your statement, and you can contradict anything you have said, but I cannot permit language of that kind you must understand. If you like to bring any of your neighbours, or any witnesses that you have, to prove that your farm was in the state of cultivation you say, we are perfectly ready to hear them when we have gone through the other evidence. Is there anybody in the room you would like to bring forward to speak?—There are men who know the facts in the room here.

16,174. If you bring them forward we shall be glad to hear them?—I suppose some of my neighbours could speak out.

Chairman.

Then go and see if you can bring any witnesses to prove what you say, and we shall be very glad to hear them after we have heard the other witnesses.

The witness withdrew.

Mr. John Morgan, called an examined through an interpreter.

The interpreter read the following statement of the witness in the Welsh language, and afterwards in English:—

"Evidence of Mr. John Morgan, Felin-ynys, Bryncrug, farmer.

"I wish to give evidence more especially for the parish of Towyn. I, with others, have come here to-day at the wish of the farmers, but I would prefer the larger farmers to come here themselves, those who could state their cause much better than I can. I believe that the reason why they do not come is because they are afraid of the agents and the landlords taking revenge upon them in the future for coming, and I am afraid that the same fear to a lesser degree possesses some of those who come forward.

"Mr. Humphrey Jones, of Caecenach"——

Chairman.

16,175. On whose property is that?—I am not sure. The farm is somewhere near Pennal.

16,176. Who is the agent?—I think it is Mr. Gillart.

Mr. *Vincent.*—It is the Marchioness of Londonderry's property.

Chairman.

Is there anybody here representing the Marchioness of Londonderry?

Mr. *R. Gillart.*—Yes, my Lord.

Chairman.

16,177. (*To witness.*) Is this farm on the Marchioness of Londonderry's estate?—Yes, as the agent said; I do not know myself.

[*Statement continued.*]

"Mr. Humphrey Jones, of Caecenach, told me the other day that he intended giving a statement of the condition of farmers, that he had been that day asking the agents whether they were willing that he should give a statement before the Royal Commission on Land, and also that he had made the statement as smoothly and as finely as he could in order to start entering through this narrow gate, but he said that he had several other things far more important which he could say, but which he did not intend to repeat. See 16,

"The farmers said that their condition generally was one truly bad, and although they and their wives, and sons, and daughters worked hard, many of them from 5 or 6 in the morning until 8 o'clock in the evening, and the women often, namely, the wives, until they went to bed, and that they not only were hardly able, but could not keep the two ends of the string together without including wages for their work, and wages for the children, and the interest on their capital.

"Many of those who have paid rent and rates are unable to meet other liabilities such as those of tradesmen and artisans.

"And I also discovered that many of them borrowed money to pay rent, and others who had received money through other means were obliged to use it to pay the rent and other liabilities.

"They also complained that their condition was so bad that they were unable to give fair play to the land as they ought, and as they would wish, and also unable to keep as many workmen as they should, and consequently the country generally is obliged to suffer.

"I will endeavour to state a few of the reasons which are given by the farmers for the depressed state which has overtaken them.

"1st. Reduction in agricultural produce. About 20 years ago, 1*l.* 10*s.* was considered an average price for 4 bushels of wheat, whilst its present price at Newtown is about 13*s.* 6*d.*, a reduction of over 60 per cent. Sheep, which were sold for about 1*l.*, are sold for from 7*s.* to 10*s.* Wool has been reduced 50 per cent. Cows have been reduced I do not know rightly how much, and with regard to young cattle, which are small, no price at all is offered for them, and I think I am on safe ground when I say that agricultural produce has been reduced at least from 40 to 50 per cent., whilst the abatement in the rent is only from 5 to 15 per cent., and consequently although receiving 5 to 15 per cent. back, he loses from 35 to 45 per cent., and if deliverance does not come soon, many of the farmers will have lost everything, and will have become bankrupts.

"2nd. Increased wages.

"It was said that they could get a good man about 40 years ago for 8*l.* to 10*l.*, whilst now they have to pay from 25*l.* to 30*l.*

"They did not complain that the wages were too high for the workmen, nor did they suggest that they could live for far less wages, but brought forward the fact in order to show that their expenditure was far greater in these bad times than their receipts. They also say that keeping a family these days costs far more than it did in past times.

"3rd. Increase in the rents.

"Increase in rents when prices were good, and they have not been reduced when prices have decreased. One farmer said that the rent of his farm to his father was 40*l.*, but his present rent is 60*l.* Another farmer said that he went to a farm where those who preceded him were unable to live there. His rent then was 40*l.*"

16,178. Have you got the names of these gentlemen who made these statements?—Yes.

16,179. Is there any objection to put them in?—I am not sure; I did not like to put them down, but one of them is here to-day.

16,180. I should like to get the names. I do not like these anonymous statements?—The first is Mr. Hugh Phillips.

16,181. Is he willing?

Mr. *Hugh Phillips.*—My mother is the tenant. I do not know whether my mother would care to have her name publicly mentioned, but the thing is perfectly true.

[*Statement continued.*]

"He gave himself up to cultivate and improve the farm, and the consequence was that he received a notice to quit. His rent was increased 5*l.*, and in a few years another 5*l.* increase was asked again.

"There is Tonfannau again. Its rent in 1872 was 153*l.*, and it was raised in 1875 I think 10 per cent., and a few years ago it was raised to 215*l.*"

Mr. *Richard Jones.*

16,182. Can you give us the date of that?—No; I cannot mention the exact date, beyond that it was a few years ago.

[*Statement continued.*]

"And this is the farm of which Mr. Wynne said at Barmouth that he had bought it and had reduced its rent to 15*l.*, but he can reduce it another 15*l.* three times before it reaches the old rent without mentioning its reduction to answer the present bad times. And on the Ynysmaengwyn estate ——"

Chairman.

16,183. Whose is that?—Mr. Corbett's.

[*Statement continued.*]

"On the Ynysmaengwyn estate the rent was raised by one agent and the other, so that it had become according to the country's idea the most expensive estate in the district, and the fact that three, four, and five have lived in most of the farms during the last 40 years, and many of them having left as bankrupts proves that the idea entertained by the country is a tolerably accurate one. I believe that there are only two or three who have been on the estate now for 14 years, at least so I was told, but I made no investigation myself, and I will mention an instance or two to show how tenants were treated, and how the rents were raised.

"There is Ysgyboriau farm on which I was brought up."

16,184. Is that on Mr. Corbett's estate?—Yes, it is on Mr. Corbett's estate now, but it was not at that time.

[*Statement continued.*]

"My father and mother came to it when young after another tenant had been sold up."

16,185. What year was that in, do you know?—I am not sure. I had intended bringing the exact particulars, but it was about 40 years ago

[*Statement continued.*]

"The belief of the neighbourhood was that they could not pay their liabilities out of it. But both of them had been brought up on farms, and my father was more than an average scholar in his time, and by their working hard and living economically, and prices for cattle being raised a little, they were able to pay their way moderately well."

16,186. What was the rent of that farm?—215*l.*

16,187. What was the size of the farm?—About 500 acres, including mountain and marsh,

Chairman—continued.

16,188. You came to it 40 years ago, and paid 215*l.* for 500 acres?—But the mountain was in that.

16,189. Including mountain and marsh?—Yes.

Mr. *Richard Jones.*

16,190. What was the acreage without mountain?—About 120 acres, or something like that.

[*Statement continued.*]

"Hundreds of tons of lime were carried in order to improve the land and to drain it as well as it was possible, and the consequence was that after 10 or 15 years, the rent was raised from about 215*l.* to 260*l.*

Chairman.

16,191. When was that?—I have the book at home, but I forgot to bring it.

16,192. Was it 20 years ago or 30 years ago?—It may be about 3 years ago.

Mr. *Richard Jones.*

16,193. That is the very question I raised, because it has a very important bearing on the case.

Chairman.

16,194. You say about 10 years afterwards?—I think so. I am not sure, but I have the rent-book at home.

16,195. It would be something like that?—Yes, I think so.

16,196. About 10 years afterwards?—Yes.

16,197. The rent was raised to what?—260*l.*

[*Statement continued.*]

"Soon I came to take the chief place instead of the head servant, and my two sisters to take the places of the female servants, and so avoiding the payment of wages to a servant and two female servants. In spite of this they were hardly able to get clothes for us and there was no interest to meet the 2,000*l.* or more which was laid out on the stock. My parents had become pretty disheartened and my father was trying to keep his eye open to find a cheaper place if it was possible to get it."

16,198. Are you in that farm now?—No.

16,199. When did you leave it?—About 16 years ago.

16,200. Why did you leave it?—It was too dear, and they were going to take a good deal of land from it, and still the rent to remain the same.

16,201. From 260*l.* they were going to make another rise?—They raised it from 260*l.* to 310*l.* first.

16,202. When was that?—That was 20 years ago.

16,203. That would be 1873. It was raised again in 1873 to 310*l.*?—Yes.

Chairman—continued.

16,204. Was it Mr. Corbett's then?—No. It was soon after we had left he bought it.

16,205. Then it was after Mr. Corbett bought it?—About five years after the rent had been raised. We had been there four years then.

16,206. Were you in the farm after Mr. Corbett bought it?—No. They raised it after that.

16,207. They raised it to 310*l.*, then five years after that you gave notice to quit, did you?—Four years after that I received notice to quit.

16,208. What year was that?—About 1877. I am not sure exactly, but somewhere about that.

16,209. Then about 1877 or 1878 you left the farm?—Well I cannot be sure about that, it was somewhere about that.

16,210. But you are sure within four or five years I suppose?—Yes; it was about 16 years ago or something like that we left it.

16,211. Between 1878 and 1884 would it be?—Yes, about 16 years ago.

16,212. It was about 16 years ago that you left the farm?—Yes.

16,213. What compensation did you get?—Nothing.

16,214. You got no compensation at all?—No.

[*Statement continued.*]

"And again they charged us what they considered was our share of the money and interest which went towards making the long ditch as it is called. But in order to try and meet our liabilities, my father endeavoured to make the rushy land into hay land by draining and levelling, by applying lime, and by manuring, and a pretty good crop of hay was had the first year after the corn. The second agent and the head agent came to see it and we received notice to leave. He asked for 80*l.* or 100*l.* rise in the rent; I am not sure which of the two."

Mr. *Richard Jones.*

16,215. What was the date when he asked for 80*l.* or 100*l.* rise in the rent?—About 20 years ago.

Chairman.

16,216. That was when it was raised to 260*l.*?—It was raised from 240*l.* to 260*l.*, then a reduction of 5*l.* was allowed for land taken away to serve as a plantation, and again the rent was raised from 255*l.* to 310*l.* If you continue the statement it is all detailed there.

[*Statement continued.*]

"He asked for 80*l.* to 100*l.* rise in the rent. I am not sure which of the two; but however that may be, I am sure that it was raised 75*l.*, namely, from 255*l.* to 310*l.* My father was ill in bed, and before we finished taking it he died. We had such a strong attachment to the old home, and being young to go to a strange place, as

well as in great anxiety as to the way to pay for it seeing we had taken it, I determined to cultivate it in the best possible way, because I did believe and still do believe that that is the best way to make land pay if it can possibly be made to pay. Within a few years the agent came to us again, and said that his landlord wanted two or three of the best fields we had for himself, and that if we were not willing that he should have them, he would be obliged to give us notice to quit on the following day, as it was the last day notice to quit could be given. I saw that our farm was being destroyed, so I told him that we would prefer receiving the notice. We did not receive it at that time, but within a few years another notice came, in order to free the farms for the purpose of sale, but inasmuch as no one came forward at once to buy the part of the estate around us, we were promised it as it used to be formerly and we went on cultivating and tilling the land. Soon after this some gentleman came forward and, in a way, half-bought the part of the estate which was left unsold. Shortly afterwards I was called to go to the agent. After going, the news I received was that he had let the hayfield, over which we had taken so much trouble, containing eleven acres of land, that he had taken this hayfield towards another farm, and that he had let about 30 acres of the land to another man, and 16 acres of the land which had been ploughed, and nothing was to be had for our trouble. Also that we were to lose the mountain field (*ffridd*), consisting of about 45 acres of grazing land for cattle and sheep, which, according as he let it, at that time was worth 140*l.* He said we should have five acres of land valued about 10*l.*, and so the rent would be raised to about 130*l.* But, if we were in the frying-pan before this, we saw at once that the end was nothing less than throwing us, feet and hands into the fire. We determined at once that it was better for us to flee for our lives whilst there was some breath in us, with the little property that was left, and so it happened. We were leaving the place where we had been bred with wounded hearts for a small place and to a small house; and when lying down in the new place for the first time, almost near the roof, my sisters were crying like children, and I could have done likewise."

16,217. What year was it when you gave up your farm?—About 16 years ago.

16,218. You got no compensation?—No.

Mr. *Richard Jones.*

16,219. Have you a copy of the agreement?—No, I have not a copy of the agreement.

16,220. Then about Hendy, whose estate is that and who is the tenant?—The present tenant is John Jones and the estate belongs to Mr. Corbett.

16,221. Are you going to talk now about John Jones or about the previous tenant?—I am going to speak about the previous tenant Mr. Lloyd.

16,222. Mr. Lloyd had this farm of Hendy under Mr. Corbett. What happened then?—He

Mr. *Richard Jones*—continued.

was there for a little time but not for long, only for a twelve month towards the end under Mr. Corbett. I am not sure of the time, but I think that is it.

[*Statement continued.*]

"With regard to Hendy. The rent was increased from 160*l.* to 180*l.*, then on to 240*l.* The farmers have every confidence in the landlord, Mr. Corbett, he is a very good landlord, but they do not think that he can quite understand the position they are in; when the bad times came, an appeal was made to Mr. Corbett and the agent, with the result that the following letter was received:—

"Ynys-y-Maengwyn,
"Towyn, Merioneth,
"20th August 1892.

"To the tenants of the Ynys-y-Maengwyn estate who have signed a memorial for the reduction of rents."

"I am truly sorry if any tenant of mine has any just cause of complaint in being over rented, but in such two cases two courses are open viz.: either tenant or landlord can give the usual six months' notice, or they can mutually agree to a revaluation of the farm or property in question. I can only promise to submit the appeal to my agent, but in regard to the future, I wish distinctly to inform the tenants of the Ynys y Maengwyn estate that whilst I am ready to consider the rent of any farm or property on its merits, I must protest against anything like a concerted combination of tenants signing what is called a 'round robin' for a general reduction of rents on the whole estate.

"JOHN CORBETT."

"Next I will endeavour to say what was said "about the estate of Mr. Kirkby of Llanfendigaid."

Chairman.

Does anybody in the room represent Captain Kirkby?

Mr. *E. R. Kirkby.*—Yes, I represent Captain Kirkby.

[*Statement continued.*]

"That estate was raised in those good times. He returned 15 per cent. the last rent, I believe.

"There is again Mr. Wynne's estate. Some good things were said about him as a landlord. One thing is he lives on his estate at Peniarth, and he keeps several servants, and so spends a good deal of money in the neighbourhood. Another thing is he has not raised the rents much, but what the complaint against Mr. Wynne was, that he in the course of the years which have passed reared thousands of rabbits and hundreds of pheasants, and that they considered that nothing else, than that Mr. Wynne was

sending his own stock in order to eat up the food of the tenants' stock, and they unanimously believed that Captain Kirkby's estate, the rents of which had been raised, was far better off than Mr. Wynne's, which had been eaten up to a very great extent by the rabbits and pheasants. Inasmuch as the landlords had raised the rents and others had allowed the game to destroy the produce of the farmers at a period when times were pretty good, the honey, as it were, has been taken from the farmer's hive in the summer and he has nothing to fall back on to meet the present stormy winter. When we go for honey to the natural bee, we take care to leave plenty of sugar for them for the winter, and if they do not get enough they are sure to die, and we are accustomed to give a little sugar to the bees in the autumn and prepare a cake for them over the winter. Five, ten, and fifteen per cent. is not enough sugar to keep the farmers alive over the present cold winter. Indeed it is nothing else but a little autumn sugar, and inasmuch as there is no hope that the landlords will give much autumn sugar the country hopes greatly that you gentlemen will be able to influence the Ministry to get a winter cake for the farmers, and if you care at all for their life the sooner the better. Many of them are afraid of becoming bankrupts before you are able to come round."

"The remedy is to get a good and effective Land Act, that is, to receive a certainty for a fair and just rent between the two sides, that of the landlord and that of the tenant; security of tenure of land and compensation for improvements; also a provision to receive money from the Government for interest, which must not be great, in order to allow them to buy their farms when they can get an opportunity. It will be well to have a land court to appeal to when the landlord and tenant are unable to agree, because when the agent is approached he says that he can do nothing without the permission of the landlord, and when one goes to the landlord he says that he does not know much about the thing and that he will speak to the agent, and it is very difficult for him to deal fairly with the tenant. As one said lately, it was because the rent was raised that he was able to get his wages, and it is evident that the landlords are not able to appreciate the position of the farmers, as Mr. Wynne's evidence at Barmouth shows, because I can say about some of the tenants that they owe me several pounds which they are unable to pay. With regard to that tenant who had bought land valued at 6,000*l.*, he had bought it before becoming a tenant of Mr. Wynne, because he and Mr. Wynne were buying at the same time, and he received an increase of 80*l.* from Mr. Wynne."

Mr. *Grove.*

16,223. You say that there is a fear of giving evidence, you think, in the minds of some of your farming friends. Have you good grounds for saying that?—Yes, I think so It is impossible to get any of the large farmers to come

Mr. *Grove*—continued.

forward and give evidence. I am not at present a large farmer, and that was a sufficient reason for me.

16,224. Do they know the provisions of the Witnesses' Protection Act?—The most intelligent of them know, but they think that the old Welsh proverb is true: "Mae llawer ffordd o "ladd ci, heblaw ei grogi"—that there are many ways of killing a dog besides hanging him.

16,225. Do you know whether there are any allotments near to Towyn on Mr. Corbett's estate?—Not on Mr. Corbett's estate, but there are near Bryncrûg yonder. The tenant, Mr. Wynne, referred to had bought a farm and had divided it. I think that there is some call for such places, but it becomes too expensive.

16,226. What rent do they charge for the portion so divided?—3*l.* an acre.

16,227. What size plots is it cut up into?—5 acres and 10 acres.

16,228. And what is the land usually rented at which adjoins it on either side?—2*l.* an acre—according as the land is.

16,229. So that the ordinary run of the land is 2*l.* per acre, but that which is divided into allotments is put up to 3*l.* an acre?—From 1*l.* to 2*l.* ordinarily.

16,230. But the allotment land is about 3*l.* an acre on the average?—Yes, but about Towyn here, I think, it is 4*l.* an acre.

Mr. *Richard Jones.*

16,231. Is that accommodation land?—Yes, it is.

16,232. In these allotment cases has the landlord erected any buildings?—Not generally.

16,233. Do they cultivate these allotments, or do they graze them?—They graze them.

16,234. I suppose each allotment is sufficient to keep a cow or two?—Yes.

16,235. When was the land cut up into allotments?—When the Ynysymaengwyn estate was sold those I refer to up yonder were made.

16,236. Were there no buildings made to shelter the cows?—The tenants themselves put those buildings up—some of them.

16,237. Were the tenants already on the Ynysymaengwyn estate?—No, they were workmen and artisans.

16,238. In the surrounding neighbourhood, I suppose?—Yes.

16,239. And they had to erect the buildings close to their cottages in order to shelter these cattle during winter?—There were buildings on several of them, but some buildings had to be put up

16,240. Practically, these men were erecting buildings on somebody else's estate, and not connected with the Ynysmaengwyn estate? Is that so?—Some each way—some on that estate and some on the land by the cottages where they lived.

16,241. Do you consider that a satisfactory state of things?—No, they complain that the places are too dear.

Mr. *Griffiths.*

16,242. Who was the owner of this estate when it was advanced from 214*l.* to 260*l.*?—Mr. Corbet was the name of the landlord before the present Mr. Corbett came.

16,243. It was the same family?—No, not the same family.

16,244. And was there the same state of things when the rent was advanced to 310*l.*?—Yes.

16,245. What do you mean by saying that they curtail their evidence before it should pass through a narrow gate. You say: "Ac hefyd " ei fod wedi gwneyd ei adroddiad mor " esmwyth ac mor fain ac y cawsai, i ddechreu " basio trwy y porth cyfyng hwnw"?—That he was afraid to say the whole for fear that the agent should take revenge upon him; and he was expecting some favour from the agent, and he was afraid that he would not receive that favour if he was to tell everything.

16,246. Then he kept some truths back which really ought to have been told?—Well, so he said.

16,247. Can you give me the value of the stock and crop on your farm when you lived there after your father's days?—About 1,500*l.* to 2,000*l.*

16,248. Can you also give me the value of your stock when you left?—It was that when I left.

16,249. Then you cannot give the value in your father's time?—No.

16,250. Do you think the agents are generally better paid if they advance the rent?—I do not think the interpreter translated exactly as I stated it.

The *Interpreter.*

The witness says in his statement:—"Fel y " dywedai un yn ddiweddar mae am godi y " Rhent yr oedd ef yn cael cyflog," which being translated is, "As one of the agents said lately, " it was for raising the rent he received his wages, " and not for reducing them."

Chairman.

16,251. What agent?—I do not like to mention his name. I could only mention the name privately.

Mr. *Griffiths.*

16,252. How is it you are not a large farmer now? A man possessing 2,000*l.* could manage a good-size farm?—When we left this place we found it was going too high, and we saw that we should be unable to pay for it. We had no other place in view, only this small place, and there was some land with it, and we had been accustomed to land.

Mr. *Richard Jones.*

16,253. Did the tenants all sign this memorial for the reduction of the rent?—Yes.

16,254. Every one?—Yes, I think so, except one or two perhaps; I am not quite sure.

Chairman.

16,255. Mr. Vincent has handed in this question: "Who is the landlord of this allot- " ment land let at 3*l.* per acre"?—The land down here belongs to Mr. Corbett, but the land up yonder belongs to Mr. Roberts, of Perfeddnant.

16,256. Mr. Gillart asks this question: "Was " not the advance of rents on the Ynysymaen- " gwyn estate you speak of made in the time " of the previous owner, Mr. Corbet, and not in " the present Mr. Corbett's time, who had no " connexion with the previous Mr. Corbet"?—Yes. I said so.

The witness withdrew.

Mr. RICHARD GILLART called and examined.

Chairman.

16,257. Are you agent to the Dowager Marchioness of Londonderry?—Yes.

6,177. 16,258. Do you wish to say anything with regard to the conversation that you have heard mentioned?—I wish to say that I had no conversation with Mr. Humphrey Jones of Cae Ceinach as to his not giving evidence to this Commission, but quite the contrary. I did not in any shape or form prohibit him from appearing here to-day, or at any of the other sittings to give evidence if he thought it necessary to do so.

Chairman—continued.

16,259. And the Dowager Marchioness of Londonderry I know has no objection to the tenants coming to give evidence; in fact, she wishes them to do so?—Yes, she would be glad for them to do so.

Mr. *Grove.*

16,260. Did you have any conversation with him as to his coming here to give evidence?—None whatever. He may have mentioned the Commission in the course of conversation, but I certainly never had any intention of saying anything to him to prohibit his coming here to-day. Re-examined, 18,427.

The witness withdrew.

Adjourned to Bala.

TWENTIETH DAY.

The Shire Hall, Bala, Merionethshire, Thursday, 5th October 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN)

LORD KENYON.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. RICHARD JOHN LLOYD PRICE recalled and further examined.

Chairman.

See 8178.

16,261. We will go on with your evidence at the point at which we left off when we last sat at Bala. Will you please tell us what is the average size of farms in your district?—The size of the farms is from 10 to 300 acres; but most of them are under 100 acres.

16,262. Have any holdings been consolidated in the district?—Yes, there have been a few holdings consolidated, but not many, and those that have been so were on account of our not being able to do the required repairs and building at the time when the farm became vacant, having older premises to do first, and the adjoining farmers were always glad to get the farms joined.

16,263. What has been the effect of consolidation on, first of all, production?—I do not wish to argue particularly in favour of consolidation, but our experience leads us to believe that the large and medium-sized farmers in this district are the best off, and so can afford to put more manure on their lands, and generally treat their farms better. The medium-sized farms are more fitted to be worked with one team of horses, and find just the right amount of work for them, and also as regards labour, the number of labourers kept seem to fit better into a medium than a large or small farm, and the farmer gets better value for his money.

16,264. What do you say as to the employment of labour?—As to the employment of labour I consider the consolidation of farms a good thing in many instances as offering a means of rewarding the industrious small tenant, who has made money in a little farm, by giving him a better chance of getting on; the larger farms are in most instances doing the best in this neighbourhood, and good small farmers are always asking for larger farms. I have also, on the other hand, as has already been stated, in many cases separated farms where such could be done without injury to the tenants. We have only seven large farms on the estate at a rent of over 150*l.* The medium rents are from 60*l.* to 150*l.*

16,265. What is the state of cultivation and nature of farming pursued?—The question as to the scarcity of labourers is the first corollary to that. Labourers are certainly scarce, although they can always be obtained, only wages are so high, being from 2*s.* 8*d.* to 3*s.* 4*d.* per day, or from 20*l.* to 30*l.* per annum, besides their board and lodgings. As to fences, I never found cause to complain much of fences, ditches, or watercourses not being attended to, still there is room for improvements.

Chairman—continued.

16,266. Is there any land going out of cultivation?—Nothing of importance to my knowledge.

16,267. To what extent has waste land been reclaimed by tenants in your district?—No cases respecting waste land have arisen in my time.

16,268. Is there much land still waste which is capable of profitable reclamation?—Pretty nearly all is already ploughed up that is likely to be of value without a large extra expenditure in drainage and so forth. During the years 1873, 1874, 1875, and 1876 I laid out over 4,000*l.* in draining marshy ground on my estate; and from 1876 about 100*l.* worth of draining pipes every year has been given to those tenants who needed them, and they did the draining, except the planning and the laying down of pipes, which was done by my men.

16,269. Have you anything to say about embanking rivers?—Land cannot be gained in this part by embanking rivers, but some may be saved, which has been, and is still, being done. There are the statistics as to draining, which I will hand in. (*The witness handed in the paper.*)

16,270. Has there been any arable land laid down in pasture?—There has not. The system of agriculture is carried on almost in the same style as usual.

16,271. Has there been any increase or decrease of root crops?—Not much alteration, but there ought to be to ensure winter feeding. I have been giving prizes for the encouragement of root crops for some years, but it has failed, much to my regret, to induce much improvement in this respect. We consider that growing more root crops would benefit the farmers very much more in Wales by enabling them to feed their sheep in the winter, which is one of the points they neglect, and which ought to be better attended to.

16,272. What improvements are generally made in your district by the landlords?—Nearly all improvements. Draining, new buildings, new dwelling-houses, and general repairs. Fences and posts are always given for fencing, and timber for hay and corn sheds, and for gates, &c. The only thing done by the tenants is some

Chairman—continued.

fencing and a little draining, for which they get the pipes given them.

16,273. Is there any compensation obtainable in your district by agreement between the landlord and tenant?—Yes, by agreement between landlord and tenant thus: "For all new farm "buildings erected by the tenant, the whole "value of the cost thereof if erected within 12 "months previous to quitting; and if erected "more than 12 months, one twentieth part of "such value to be deducted for every year "during which the said building shall have "been erected previous to such period."

16,274. Do you know of anyone contracting out of the operation of the Agricultural Holdings Act?—The 1875 Act being merged into the 1883 Act, we do not contract out of the Act except as regards the six months' notice to quit instead of the 12, which I believe the tenants prefer.

16,275. Is there any custom of the country?—There is no custom of the country affecting landlords.

16,276. Do farmers often apply for their landlords' written consent for improvements?—Farmers do not ever apply to me for a written consent, as they have their agreements already which cover improvements, and they prefer to have the improvements done by their landlord. Our agreements cover tenants' improvements.

16,277. You have put in the agreement?—Yes, I have put two in, one in English and one in Welsh.

16,278. What have you to say about tillage and cultivation?—The matter is settled between the outgoing and incoming tenant by appraisers chosen by both sides. The outgoing tenant on this estate gets the opportunity of selling (at a valuation on both sides) all his crops before consuming any of it to the incoming tenant; failing this, they get permission to sell it all out off the premises.

16,279. Have you anything to say about permanent improvements?—The whole value of the cost thereof, if erected within 12 months previous to quitting, as I said before, is paid as per agreement.

16,280. Have you any cases in your district where an outgoing tenant has failed to obtain sufficient compensation for his improvements?—Not from us. We have paid compensation whenever asked.

16,281. Is there any right recognised as belonging to tenants to dispose of their interest in their holdings?—No.

16,282. Now kindly tell us a little about the sale of the sheep on the sheep farms?—The custom is that the outgoing tenant is to sell his sheep to the incoming tenant at a valuation, and, as a rule, the price is higher by about 2*s.* 6*d.* per head than the market price is at the time.

16,283. What do you think of the Agricultural Holdings Act? Is it workable?—We work under agreements which appear to be more satisfactory to the tenants.

16,284. Have you anything to say about game preserving?—I keep a game farm for the supply of pheasants' and partridges' eggs to the public.

Chairman—continued.

The pheasants are reared chiefly on the Home farm, and another farm in hand for the purpose. If other land is required for rearing, and used for that purpose, the tenant is paid his own valuation, and they are anxious to get the chance. The pheasants are put into wire pens as quickly as possible, and the corn on which they are fed is purchased by me. Compensation is paid if demanded before the cutting of the crops. About 1*l.* an acre for five weeks is the average sum paid for the hire of fields to the tenants for rearing.

16,285. Do your tenants avail themselves of the provisions of the Ground Game Act?—The tenants, or nearly all, kill rabbits when they please, and did so by permission from me long before the Ground Game Act was contemplated.

16,286. Is there much damage done by game to the crops?—The farms damaged by game are let specially low.

16,287. Your tenants of course are not required to beat?—If they do they are well paid and fed, but the tenants are above being employed in this way.

16,288. There is nothing about it in the agreement?—No, the answer is practically what I have just said: they are above it.

16,289. Do you say anything about the preservation of game affecting cultivation?—No, I have not prepared any answer to that.

16,290. What proportion do offences against the game laws bear to other offences against property?—For that we have been to the magistrate's record, and we find that the offences against the Game Laws are 4 per cent. as compared with other offences; that is for the whole district—the Petty Sessional District.

16,291. Who exercises the sporting rights over Crown lands and commons?—I have purchased the sporting rights from the Crown over all my property. I may say I think poultry farming might be pursued a little more with advantage in the district.

16,292. Is there any instruction given in butter and cheese making?—There have been dairy classes held in connection with the Aberystwith College and the Agricultural Show—that is the Merionethshire Agricultural Show. The experiments were held at the Rhiwlas Home farm buildings once for a week, and also at Bala and Maesywaen—for a week at each place.

16,293. Is any instruction given in other agricultural subjects?—The Merionethshire County Council at their last meeting passed a vote for instructions in dairying, agriculture, and cookery, so that they have done their duty.

16,294. Do the tenants avail themselves of that privilege?—We have not had the dairy classes, but judging from the way in which they were patronised a short time ago, I should think that they would become very popular and be well attended.

16,295. How is the facility for the carriage and disposal of produce affected by railway rates?—The railway rates on all produce are so very high that it is impossible to send any goods thereby without being too heavily taxed by the Railway Companies' rates to gain much profit

Chairman—continued.

because the profit and even more is swallowed up by the heavy railway rates, whereas the freight by sea is so moderate that farmers are able to reach the British market and get some profit on their produce, if within reach of the coast. We consider it a great hardship in this part of the world that meat can be taken to London cheaper from New York than from Liverpool, and also that other dairy produce from Holland and Germany should be able to get to London at a cheaper rate than from the English towns on account of preferential rates being granted by steamboats and railways from foreign countries. In my opinion preferential rates ought to be abolished before the English farmers will get a fair chance again. The maximum and minimum rates are unfair, being almost the same for large quantities as small; a small quantity costing very nearly as much as large.

16,296. Is there any combination in the nature of a trades union among landlords not to accept tenants of a certain description?—Not that I ever heard of.

16,297. Or amongst farmers to fix wages?—No.

16,298. Have many tenant farmers bought their own holdings in this district?—Yes, several small holdings. Mr. John Jones, Cefn Farm, and others. Mr. Robert Roberts, the tenant of Bronygadair, Carnarvonshire, bought the whole of my estate in that county, and has resold it again to become a tenant once more under Mr. Graves.

Mr. *Grove.*

16,299. Probably he became a freeholder with borrowed money?—No, I think not. I think he was pretty well off.

Chairman.

16,300. What is the present condition of freeholders as compared with the yearly tenants?—Freeholders are in a very much worse way than tenant farmers, having to pay all their own tithes and taxes, and do their own repairs, besides paying high rents in the shape of interest on money borrowed to purchase their freeholds.

16,301. You agree with what we have heard, that the tenant farmers and their wives work very hard. We have had a great deal of evidence to that effect?—I do not agree that the women work in the fields, I never saw them work in the fields.

16,302. I do not think they said that, but that they worked very hard?—Yes, some of them do, but some of the better farmers do not work at all. The amount of their labour depends upon the size of the farm, but at any rate they generally assist in the rearing of stock, in harvesting crops, and even in the planting season, and they work hard at times, but they are not so busy during the intervals. However, all the house and dairy work depends more or less on the skill and ability of the farmer's wife. The wife works in the dairy.

16,303. What provision is made for the farmer's family?—In this district we find that the children are generally put into a farm or some other living by their parents.

Chairman—continued.

16,304. Can you tell us anything about the hired labourers?—In almost every farmhouse there are rooms to lodge the necessary hired servants or labourers, especially single men.

16,305. Are the labourers settled in cottages?—All the villages about here are composed of labourers' cottages. The labourers prefer to live in villages where they can meet and gossip at nights, and the isolated cottages are not popular—in fact we have two vacant at the present moment. They mostly live in their employers' finding. The labourers' wages are from 2*s.* 8*d.* to 3*s.* 8*d.* per day, or from 20*l.* to 30*l.* per annum, besides their board and lodging. With food the farmers pay about 9*s.* to 10*s.* per week. I may mention we pay 2,657*l.* in salaries and wages per annum.

16,306. What has been the fluctuation in wages during the last 50 years?—The chief fluctuations in wages in this district are caused to a great extent by the slate quarries at Festiniog, Bethesda, and elsewhere, which have at times given very high wages, and our labourers at once left the land labour for the high rate of wages to be obtained at the different quarries, and scores of them have settled for life in the quarry neighbourhoods.

16,307. Have you anything to say about the nature of the accommodation provided at farmhouses for labourers?—The labourers live with the farmers, and in most farmhouses a separate room is placed at their disposal.

16,308. And have they somewhere to sit?—Yes. As to their sleeping accommodation we have no complaints from tenants on this score.

16,309. Is there a place in your farmhouses where there is a sort of sitting-room for them?—Yes. The farmers find them one, they generally give them the back kitchen, but as a rule they do not stay very late in it, as they prefer to go out at night a good deal.

16,310. What is the general standard of comfort as to house accommodation and opportunities for self-improvement in the case of estate owners?—Most of the workmen on this estate have a house and garden on the estate at a moderate rent, and have ample opportunities for self-improvement, because they have, whenever possible, an option of taking a small farm on the estate. As to the opportunities for self-improvement of tenant farmers, a notable instance occurs on this estate in the case of T. E. Ellis, M.P., whose father, Mr. Thomas Ellis, has held the farm of Cynlas (of about 158 acres) for over 38 years. The son is now Whip to the Home Rule Party. The sons of Fedwarian and Crynierth Bach have attained the position of ministers. The daughter of Tynycoed is a schoolmistress under the School Board. The son of Morris Evans, late of Llanfor, has been ordained. The daughter of Llaithgwyn married a partner in the firm of Messrs. Shoolbred of Tottenham Court Road, London. The son of a small farmer is now agent to this estate. The son of a tenant of Frongoch was the late Dr. Edwards practising medicine at Cerrigydruidion. That shows how people of this estate have raised themselves in life. I have always

Chairman—continued.

been well ahead of legislation as regards benefiting my tenants, having given them the benefit of compensation for improvements, the killing of rabbits, and having paid the tithe long before these matters were made compulsory. I have also lately instituted a plan by which the number of sheep is limited on each sheepwalk to a certain number, and for every sheep kept less than that number compensation is paid to the tenant at the rate of 1*s.* 6*d.* a head; by this means the ground is not overloaded with sheep, and they consequently improve in condition.

16,311. Have you had any migration of farmers or labourers?—I have explained about the migration of labourers in a former answer, but as to farmers we always try as far as possible to keep the estate in a family circle, and avoid as far as possible tenants from other parts of Wales.

16,312. Do any of the farmers keep diaries or farming accounts?—Very few diaries and farming accounts are kept at all. This is a point of great drawback to our farmers in general. In consequence of no careful account being kept they are unable to show clearly either a profit or a loss, and they really do not see how they stand, whereas if proper books were kept of all their transactions it would soon prove to be an invaluable guide to them, and they would also see what they paid for their labour, religion, luxuries, and style of living. I may say I never heard of an instance of any farming accounts being kept until yesterday when a tenant came to me and said he kept accounts, and I have asked him to let me have a sight of them, and he has promised to do so.

16,313. When in your opinion did the trade depression begin in your district?—The depression came in with the import of foreign produce especially cattle alive and dead, to the English and Welsh markets, which diminished the demand for the store cattle, which is the principal thing that the Welsh farmers produce and offer to the market, and the graziers or the butchers. The sheep trade has also suffered in the same way.

16,314. You have told us what are the principal causes of depression?—Yes.

16,315. What remedies do you suggest for improving the profits from land?—We are very much puzzled to know what are the principal causes of depression when the rents are very much about the same as they were 40 years ago, and also rates and taxes, and the price of all agricultural produce is nearly double as high even now in what we call very bad times as it was then, and yet the farmers complain that they are in difficulties. It must be the great rise in the price of labour, the increased cost of carriage by the Railway Companies in consequence of the high railway rates and generally a greater extravagance in living.

16,316. What remedies do you suggest for improving the profits on land?—I suggest to get all railway rates on farming produce reduced to at least half what they are at present; also parcels rates by rail and by post, and the establishment of special ramifications of the Parcel Post service for the benefit of the rural districts. If the district country roads were improved to the upland farms it would be an immense improvement of access, so as to get an easy and quick connection with all the consuming towns. Another great and beneficial improvement our country farmers ought to get is a right and proper process of making butter, and so to get it, as they easily could, to such perfection that no butter in the whole world could possibly surpass it. That means that there should be butter factories, and consolidation of farming produce—butter factories, cheese and milk factories and such like ought to be produced by co-operation amongst the farmers. Sheep farming has been said to be the backbone of the Welsh farmer. Well, more attention should be given to sheep farming by carefully improving the breeding and rearing of sheep and preventing overcrowding, and so overloading the mountains on which they are to graze. I think the sheep on each run should be limited to a stated number such as the sheepwalk will properly carry. Such a result would influence better prices from buyers. Our farmers are in the habit of overstocking their farms with cattle and sheep, when by keeping a less number they could get better quality, and make better beasts and demand better prices. What I should like to suggest as being a great benefit to the country is this, if a general public Act could be passed giving the County Councils power to grant to companies (on terms approved by the Local Government Board) the right to lay down steam tramway lines at the edge of main roads joining on from county to county the benefit to the farmers would be incalculable. The steam trams would go right through the villages past the rick yard and the cow barton, so no loading and unloading from carts would be required. A steam tram draws up at the door like a 'bus when it is whistled for, and the farmer would be able to put his produce straight on board and get it to the market towns at once. I look for great improvement in the future from the increase of ship canals bringing cargoes to inland places, as has been done at Manchester, thus bringing the sea competition to inland places. Also the State ownership of ordinary canals and their improvement, and, as I have said before, steam tramways laid along the roads under agreement with the local authorities. If the traders will only concentrate their energies on these three points instead of trying to bring about impossible legislation with the railway companies, I think it would be better for them. Then, there might be light railways, and improvements in the parcels post, which I hope to see, and which, I think, would be of immense benefit to the farmers, especially if the service could be conducted in the same way as it is in France, where a horse and cart is given to the agricultural postman as he goes along to the town, in case the parcels are too heavy for him to carry. Also, there might be improvements of roads and by-roads also. I think that all wholesale shopkeepers and butchers ought to be obliged to state what sort meat they are selling to their customers—

Chairman—continued.

whether it is foreign or English. At present they can sell foreign meat as English meat without incurring any penalty. The English beef, if well grown and fatted, will still hold its own. I have been especially asking questions of all the judges at the agricultural shows I have come in contact with this year on that point as to whether they do not think the English meat would still hold its own, and the answer in every case has been, yes, if properly fed and fatted, English beef will be always bought, especially by the poor man and miners and colliers, who will always buy the best of everything, and have full value for their money. As I said before, I think the consolidation of farming produce by manufactories of butter, cheese, and in England, jam, would be of benefit. Again, many a farmer could benefit himself by studying means of laying down the seeds for hay and other permanent pastures. To my knowledge it is a fact that dirty poor grass seeds have been collected, and then sown on good fields and land. The farmers imagine that they save a few shillings by not buying good, clean, grass seeds, the consequence being that they lose several pounds, and lose also for three or four years in the quality and quantity of the produce, time wasted, labour lost, good land spoilt by sowing bad and worthless seeds. The same would also well apply to other crops. In order to obviate on this estate the overcrowding of the sheep runs, and, therefore, to bring about an improvement of the sheep upon this estate, I have fixed a certain number to be allowed to each farm, marking these with my own brand, and then making the tenant an allowance of 1*s.* 6*d.* per sheep for every sheep that he keeps less than the prescribed number, and charging him 1*s.* 6*d.* per sheep should he keep more. Last year we paid 61*l.* compensation in this manner. I consider it would be an excellent thing if this plan were adopted on all Welsh estates. We think it will be a great improvement on this one at all events.

16,317. What money have you spent on repairs and improvements?—I have spent over 100,000*l.* on repairs the last 30 years. I cannot tell you the exact sum, but it is considerably over 100,000*l.* From the year 1877 to 1886 inclusive, the sum of 23,134*l.* 16*s.* 6*d.* was spent on this estate in repairs and improvements, and the sum of 9,998*l.* 19*s.* 6*d.* has been spent in improvements made for the benefit of my tenants from 1887 to 1891 inclusive. It is about 25 per cent. per annum on the income. During the last 30 years I have expended at least 100,000*l.* on repairs and improvements, and in no case of such improvements has any interest been charged; neither are the rents raised as a rule.

16,318. Have you anything to say about allotments or cottages?—Most of my present tenants are descendants of families who have been holding the same farms for several generations, and, in one instance, for over 300 years, namely, Mr. William Evans, Tynant, now retired to a part of his former holding, Penmaenganol. Some have been raised from a small holding to a bigger farm. Mr. Morris Jones' son, of Tyncoed, is now at Frongoch, a very big farm, and Mr.

Chairman—continued.

Edward Vaughan,—who to the great regret of the whole, I think I may say, of this district, was buried last Monday,—from Tytanygraig, 80*l.* rent, to Penisarllam, a farm of 400*l.* rent; and there are many others.

I wish to put this book in as showing the notices given of the account of killing rabbits; it is entitled "Rabbits for Profit and Rabbits for Powder," and written by myself. I also hand in a plan of the warren fences which I promised to do. I may say I have been twice elected on the county council, and am now a member thereof. As to the Allotments Act asked about at the former sitting at Bala, there has been a committee appointed for that point, and they reported to the last council that there being only one application, and that one not having a good title or reason to show, that they did not advise the application of the Act at present. The council have already decided to make grants for agricultural and dairy lectures and cookery.

I was the means of starting the Welsh whiskey distillery at Frongoch which affords an excellent market for the Welsh barley, and during the erection thereof over 2,000*l.* cash in hand was paid in cartage to my tenants. I have now started a Fuller's earth works at Glanyrafon also, which will employ a good many labourers, as well as the brick and tile works at Frongoch, now in contemplation, a very valuable bed of blue clay having been recently discovered there, close to the railway line. I also hope to see ere long the upper valley and watershed of the Treweryn turned into reservoirs for the supply of Crewe, Chester, Leicester, and other towns on the way to London. This will employ much labour and find good markets for farm produce.

The establishment of brick and tile works at Frongoch will also be of great benefit to the farmers and the neighbourhood generally and employ much labour. The villages here are all labourers' cottages. They prefer to live in these, and a labourer living at Rhyducha refused to live at Rhiwlas gatehouse, he preferring his own house and walking two miles to a cottage at Rhyducha, though a cottage free of rent was offered him close to his work. The wives prefer living in company and close to shops. Unmarried men prefer living in the farm-houses because they get food and lodging free, and the master is bound to see to their comforts, and one of my tenants told me that now they insist on meat and tarts and pudding at dinner. I am afraid the tenant farmers would object to labourers' allotments as cutting up their farms.

I am a resident landlord, and though I continue to live part of the year in Llanfor and part in Llangower parishes, I cannot live in Llanuwchyllyn, having no house there, but should have to live at the "Goat" in rooms. As a landlord I have to do every bit of repairs on my estate—put in every nail almost.

My wife seldom leaves home and knows many of the tenants personally, and herself has a large milk farm on the home farm, and makes that pay well, sending the milk to Manchester,

Chairman—continued.

Festiniog, Barmouth, and lately even to London. The consolidation of Plasynghynllwyd and Garthucha was referred to at the last sitting of this Commission, and some explanation is desirable perhaps. The tenant of Garthucha preferred to go to Plasynghynllwyd, his wife being a relative to the wife of Garthucha; in fact, both wives being sisters. The arrangement was a mutual one between the farmers, the one from Plasynghynllwyd getting a better farm in a lower climate at Machynlleth nearer to the seaside, his wife being ill.

Under my agreements the Agricultural Holdings Act of 1875 is contracted out of, and not that of 1883.

Under the last clause of my agreement the sum of 55*l.* compensation was paid to Mr. John Jones, late of Rhydyfen, and the sum of 55*l.* crop purchase was paid to Mr. John Richards of Llaithgwin, and the sum of 76*l.* 15*s.* trespass money was paid in 1884 to other tenants; also 30*l.* paid for damage done by timber snigging to Mr. Davies of Brynbanon.

I believe that tenants prefer six months' notice to twelve, as they can move sooner.

Compensation for land taken for planting is always given at the price of the average rent per acre of the farm; but no planting has been done at Fedwlwyd. I should like to put in a list showing the return of interest on properties purchased by me.

List of Purchased Property.

	£
1. Cwmmein - - }	7,000
2. Llechweddfigin - - }	
3. Maesdail - -	1,850
4. Coedybedo - - }	5,390
5. Pentref - - }	
6. Cwm Cottage -	
7. Hafodtudur - -	
8. Tyddyntyfod - -	
9. Tynypistill - - }	11,500
10. Tyddynysgubor - -	
11. Tynllyn - - -	
12. Tai isaf - - -	
	£25,740
Also spent on at once in new buildings and repairs, and keeping of in repairs -	3,000
	£28,740

And the total gross rental of the whole is only only 674*l.* a year, realising a per-centage of £2 $\frac{9,920}{28,740}$, or 2*l.* 6*s.* 10*d.* per annum.

It shows an average return of about 2*l.* 10*s.* per cent. I thought it might be interesting to the Commission to know that.

Mr. *Richard Jones.*

16,319. Did you hear the evidence of Mr. Thomas Davies of Fedwlwyd?—Yes, I heard it.

16,320. He stated that in the year 1876 the rent of the farm of Fedwlwyd was raised from 70*l.* to 90*l.* in consequence of a valuation made by Mr. Jenkins, late of Plas-y-ward, near Ruthin. Is that so?—I had a valuation made of the whole estate by Mr. Jenkins at one time.

16,321. Has a copy of the valuation been put in?—No; you have never asked for it.

16,322. Was the valuation adhered to in every case?—I think so. I cannot remember.

16,323. Have you got a copy of the valuation with you?—I suppose I have a copy, but not with me, certainly. We should be able to find a copy, I suppose. My agent tells me it is in London. See 16,623*a*.

16,324. Perhaps your memory will serve you in this instance; do you know a farm of the name of Gloig?—Oh, yes, I know Gloig.

16,325. What was the rent previous to the valuation?—I have not the faintest idea.

16,326. What was Mr. Jenkins' valuation?—I have not the faintest idea.

16,327. What is the present rent?—We can get that for you. Here it is: Gloig in 1870 was 35*l.*, now it is 29*l.*

16,328. You could not tell me what was Mr. Jenkins' valuation of it?—In 1877 it was 40*l.*, in 1870 it was 35*l.*, and at present it is 29*l.*

16,329. I should like to know what was Mr. Jenkins' valuation?—We have not got it. It is in London with my solicitors.

16,330. You could not give it in any instance at all, could you?—No, we have not got it here. In what year, may I ask, was Jenkins' valuation made?

16,331. In 1876. I suppose Mr. Jenkins made a valuation of it, did he not?—He did go over a great deal of the property. I remember it perfectly. It is 17 years ago, you see.

16,332. Mr. Thomas Davies made another statement. He says that "in the year 1886 five per cent. was returned to me from the first half-years' rent of Fedwlwyd. This was in response to a petition for an abatement. Every tenant who had signed the petition received five per cent., and those who had not signed received double that amount." Is that so?—Oh, quite so. I am of opinion that those who are the best off in this world always holloa the loudest, and the people who are badly off always keep their misfortunes to themselves.

16,333. Practically you punished these people for trying to strengthen their position in their dealings with their landlord?—Not at all. I had pity for those who said nothing; I thought they required more assistance than those who did say a good deal.

16,334. I think that inference might be drawn from it, at any rate?—I think we take a different view. Gloig is one of those farms which has been very much lowered, as I mentioned, on account of the game. You see it has been dropped from 40*l.* to 29*l.* See 16,5

16,335. Are any complaints made by the tenants to you of dogs and cats being killed?—I have not had any complaints for a long time. In one instance there was a complaint, and, to use a slang expression, I "sacked" the keeper who did it—I discharged the keeper.

Mr. *Richard Jones*—continued.

16,336. When was that?—Some few years ago.

16,337. Could you give me the keeper's name?—Yes, I think I can. We called him Evan Dinas, but I think his name was Jones; probably it was.

16,338. It might be Evan Jones?—I think you may safely take it that it was Jones; Jones is a favourite name down here. I have almost forgotten what his proper name was, but we always called him Evan Dinas.

16,339. I suppose you never authorised gamekeepers to kill dogs or cats when they are pursuing game?—Certainly not, but I can tell you that a good many of my tenants go to the keepers and request them to shoot dogs at night that come marauding and pursuing the sheep. I can give you an instance. I had the pleasure of mentioning this fact before a Committee of the House of Lords in regard to vivisection, as to which I was called as a witness. It is the custom in many parts of Wales, especially round Cerrig-y-ddruidion, and wild parts of that sort, for people to turn their dogs loose at night; so that they can see what they can pick up in the way of subsistence, which is practically inviting dogs to go and prey upon other farmers' sheep. It is a curious fact that dogs will not kill sheep near home, but they will travel many miles to do so. We have great complaints in these parts of dogs coming from other districts and killing sheep, and, in many cases tenants have asked my keepers to shoot those dogs for them, and what is more, in one instance a tenant has actually come to my keeper and quite *sub rosa*—saying nothing about it to anyone else—borrowed his gun and set out himself to shoot dogs and then returned the gun in the morning in a sack to the keeper, so that no one should be any the wiser, and that the keeper should get the blame, if there was any.

16,340. Would you have any objection to mention the name of that person?—No, I am not telling the name of the tenant.

16,341. Are you aware that one of your gamekeepers a fortnight ago shot a dog of the tenant of Rhydolwen, while the dog was standing near the tenant's son?—No, I have not heard anything about it.

16,342. You have a hillside farm of the name of Tynddol?—I have two or three farms of the name of Tynddol.

16,343. Also hillside farms of the names of Refailisa, Bryn Pader, and Tynllyn?—Yes.

16,344. And these farms are a portion of the Brynllesk—the level land below, by the lake?—The Brynllesk?

16,345. Yes?—Some time ago I suppose you are speaking of.

16,346. Yes, some time ago?—They have not been in Brynllesk for a long long time.

16,347. Was that land added to another large farm?—It was. It was found very inconvenient having small patches unfenced in the middle of an enormous acreage of pasture. If you know the Brynllesk, it is a very large piece unfenced, comprising a portion of the valley of the Dee; you pass it going by the train at the junction. It was very inconvenient for farmers having small holdings taking their carts with their horses continually, and passing through the meadow land of other farmers, and we thought it would facilitate matters and make it more comfortable by putting it all on to one farm. We should have had to fence the quillets, which would have been a great expense, and there is no right of road to them, and it was a great inconvenience to all parties. I consider it a great improvement having made it all one farm.

16,348. Did the hillside farmers consider it a benefit to them?—I have never had any complaints on the subject.

16,349. Did they used to raise hay from these plots of land?—They used to get, I suppose, a load of hay if it was in their farm, but the taking of hay was considered in their rent.

16,350. What reduction did you make in the rent of these farms?—For each of them?

16,351. Yes?—I cannot tell you. It is impossible to answer that question; it is so long ago. If you will ask me anything that has happened within a year or two, we can answer it.

16,352. Is it a fact that Mr. Edward Davies of Bryn Banon was ruined by damage caused by game on your estate, and that his crops were literally eaten up by game for several years before he left?—No, it is a fact that he got ruined by going security for his brother; he went smash.

16,353. Is that well understood in the neighbourhood?—You had better send for him and ask him. He will be glad to come and tell you.

16,354. You have a home farm, have you not?—I have, which my wife manages.

16,355. Do you include in the sum which you have mentioned for repairs what has been spent on the home farm and on pheasantries?—No, certainly not.

16,356. You have a separate account for that?—Yes, a separate account for pheasantries.

16,357. And a separate account for the home farm?—A separate account for the home farm, certainly. I built the home farm buildings out of a separate account, and spent a lot of money on them. But the home farm pays, I may remark, being a milk farm, and conveniently situated to the station. In fact, we have actually had application from London for milk this last day or two.

16,358. Have you been in the habit of writing to the English sporting papers, stating the large bags of game that have been made on your estate?—No, I do not send the bags up, but I have written a great deal for the English sporting papers in many ways.

16,359. Yes; written about the large bags of game?—Not about myself. I have written generally on sporting, at the request of the editors of the "Field," "Land and Water," "Bailey's Magazine," "The Daily Graphic," and other journals.

16,360. Not on your estate in particular?—I have not given very many minutiæ, except as regards rabbits, in that book that I have put in this morning. I have given a full and particular account of rabbit warrens, and how to make them, and how to use them; and I have also written many articles at the request of the

Mr. *Richard Jones*—continued.

editor of the "Field," for his paper. In fact, I have written two books at his request on sporting matters, which were published at the "Field" office, as well as a more recent book entitled "Walks in Wales."

Mr. *Grove.*

16,361. You have put in two copies of agreements that are in use on your estate. Those we have?—Yes, Welsh and English.

16,362. Do you supply a copy always to each tenant?—Certainly.

16,363. That is without any request on their part?—Yes, it is a matter of course; but apparently they sometimes take one copy and do not return us the other (as came out in the evidence of Mr. Davies, of Fedwlwyd), which strikes me as hardly fair.

16,364. Then you spoke of leases occasionally being granted, but not very often, I think?—I have never had any application for a lease, except in the case of Mr. Owen, of the White Lion hotel here, and he has got one.

16,365. But you do not regard that as an agricultural lease, of course?—No, not at all.

16,366. It has nothing to do with agriculture?—I should be very glad to grant leases. I wish they would come for them more, if they thought it would be any benefit.

16,367. You would be willing to grant them?—Perfectly willing if asked for. In fact, if there is any demand for security of tenure, I should say that is the simplest way out of the difficulty—by asking for a lease.

16,368. You have given us instances of farmers who have retired?—Yes.

16,369. You gave us, I think, seven cases in your last evidence?—Yes.

16,370. Are we right in gathering from you that those men have made sufficient money by farming to be able to retire and live in comfort?—I only simply answered as to the words "have retired." Perhaps they go back to their former occupations; of course I do not ask them impertinent questions, but two of them are still living on my property. They are old, and I have had to find them a smaller house for their own convenience.

16,371. But you do not wish to convey the impression to us, I suppose, that farming has been so good for the last few years that they have been able to make fortunes to retire upon, however small the fortunes may be?—No; I think the farmers that are doing well are still with me. I can point out several of them.

16,372. Then the farmers who are doing well still remain, and those who have retired are those farmers who did not do well. Is that the case?—I am afraid that in most cases they were old, and one or two of them were, I am sorry to say, of slightly inebriate habits.

16,373. Of course we wish to gather so far as we can, the circumstances of farming for the last few years, and we would like to clear up that point. I think now you have cleared it up. The impression rather on my mind was that

Mr. *Grove*—continued.

farming had been so good a thing, that a great many people had been able to retire upon the profits made, but I suppose you do not wish to convey that?—I think as a rule if a man becomes a farmer he seldom cares to retire except from other circumstances—increasing age or families. Of course on a large property like this we must lose a certain number of tenants from various causes. They do not all die.

16,374. Exactly. You have given us rather an interesting narrative of Mr. Ellis's family this morning?—I am afraid I have bored you very much with my evidence.

16,375. Not at all. I suppose you would consider that case of Mr. Ellis, which you have alluded to, a very exceptional case?—I consider it very creditable to the young man to have used his brains to acquire such a prominent position as he has, and I also if possible consider it more creditable to his father for having found the money to give him such an education.

16,376. I am sure we all endorse that. With regard to the game, does the question of game lead to any special friction or unpleasantness between you and any of your tenants?—I think not. I think I am on very good terms, so far as I know, with every tenant on the estate. I am of opinion that the establishment of rabbit warrens has done away with any complaints on the matter of rabbits, so far as I can see. We encourage them to kill rabbits whenever they like, but as a rule we find that they are too lazy to do so, and they prefer sending for the keepers.

16,377. You stated just now, I think, that where there was any special damage by game you let the farm so much lower in consequence of that?—Yes. In a special corner of the estate there always has been damage, I know. We have taken special care of that in letting the farms, and now we have no complaints, and I shall continue to do so when I see that it is proper to do so. See 816

16,378. There has been sent to us a letter dated October 1885?—Yes. That was sent by me certainly.

16,379. There seems to be a little difference in spirit to the provisions of the Ground Game Act to some extent?—It was perhaps before the Ground Game Act was passed.

16,380. No, the Ground Game Act was passed in 1880, and your circular was dated 1885. Your circular makes allusion to the provisions of the Ground Game Act. But just to clear up this one point, I see that it says first, where you are recapitulating the conditions upon which you wish your tenants to understand this question of game, "the rabbits to be killed "with ferrets and nets only"?—Yes, I consider that is the proper way to kill rabbits. I do not allow my under-keepers to kill them in any other way, and what is the best way for the keeper to kill a rabbit is best also for the farmer.

16,381. I suppose you know that the provisions of the Ground Game Act are such that they can kill them with firearms?—I believe so. I have never had anyone wish to do so;

Mr. *Grove*—continued.

no one has ever said a word about it. I do not think the farmers in this neighbourhood care to use firearms; they are very much afraid of them as a rule. In fact, I have had one of them complain to me that his son was taking to shooting, and he [the farmer] did not like it at all.

16,382. Do you think your tenants are generally well acquainted with the Ground Game Act, and the provisions of it?—I do not know. I have never delivered them a lecture on the subject. I am afraid my Welsh would be hardly up to it.

16,383. May I just ask you a question or two about this game point, because a good deal has been said about it, and we want rather to clear it up. Would you mind telling us how many gamekeepers were on the estate when you purchased, or when you came into possession, and how many you have now, comparing one time with the other as a sort of index?—When I came into this property, I should think there were more than I have now, if anything.

16,384. And what is the number of rabbit warrens now, compared with what it was years ago?—The rabbit warrens are all let to tenants.

16,385. Are they increased in number?—I have always had three; I have got three now. Of course they were not all made at the same time. I began with one, had a second one, and then a third one, and I find that it pays very well to put land into rabbit warrens and let it to tenants. It pays better than it does to use it as agricultural land.

16,386. That is rabbit farming?—Yes. In fact, I find that land with rabbits lets from 10*s.* to 18*s.* an acre, which is more than you can get for the bad rushy land of which they are made. 2*s.* 6*d.* represents its value for sheep.

16,387. Then as to game farms as compared with what they were years ago; have you increased the number of those?—I only started a game farm ten years ago.

16,388. What is the number you have now of what we should call game farms?—I have two home farms, one of which is entirely devoted to game farming. The pheasants, as soon as they can possibly be caught, are put into wire and kept there. They are sold this month—the young birds—they all go away.

16,389. You stated I think, if I caught your words rightly, that the children of farmers were generally put into business or took another farm. I think you gave some answer of that kind?—I said that their parents very often started them in farms. We have had very many instances of that.

16,390. But would you consider that in half the instances, tenants that you are acquainted with have been able to do that, or in only a few cases?—I should think certainly more than half the tenants on my estate are related to others. They are nearly all cousins or nephews, or something, of each other. You cannot tell how many; it is impossible to say. My agent thinks it is rather more than half.

Mr. *Grove*—continued.

16,391. But my point would rather be this: has farming paid so well that they have been enabled to save sufficient money to put their children forward into life in the way that I gathered you intended to convey. Perhaps I may be wrong, but I thought you intended to convey that?—Well, that would be the inference, certainly. They do it with money they have made from farming, unless they have money of their own. They do it somehow, and I presume not many of them have much capital.

16,392. You just made an allusion to the question of railway rates. Did you mean by that, that there has been a recent increase in rates since this late Committee of Inquiry?—There have been a great many more complaints on the point I referred to about the maximum and minimum. I hear great complaints from the farmers in this district that they are not fairly apportioned.

16,393. Have you ever tested any of those charges with their legal maximum powers, to see whether there is any overcharge?—I do not think they would dare to overcharge. The farmers generally find the rates press very heavily upon them in sending small goods.

16,394. Do you suppose in some cases it leads to the farmers keeping teams for haulage that they would not otherwise keep, if they could get reasonable rates on the railway. I mean that would be a burden upon them in a sense?—I do not see that they do that exactly, but there is no doubt a great deal more is taken from the farmer's income in having to get his goods to market than used to be when he had to take them by team. It costs him more to get his goods to market than it used to, now that the railways have got a monopoly in the country, and that is why I hope to see an improvement in the agricultural parcel post, which could be done at once by having small light carts to run about the country to bring the produce in—eggs, butter, and that kind of thing.

16,395. Yes, that you have mentioned?—Instead of as at present being screwed down in price by the higglers, who are the sole purchasers.

Professor *Rhŷs.*

16,396. Do you know the neighbourhood of Cwm-tir-Mynach?—Yes.

16,397. Who is the principal landowner in Cwm-tir-Mynach?—I am.

16,398. I daresay I am asking a question which you have answered before, but I have been absent for some time. When did you succeed to the estate?—Thirty years ago, about.

16,399. You therefore remember what happened on the estate, probably from 1858 to 1865 we will say?—I cannot say that my memory is very good. I was away a good deal.

16,400. But you would have an idea of what was going on?—It would depend upon what I want to know. It would depend upon what it is.

Professor *Rhŷs*—continued.

16,401. I have before me a report of the contributions in the years 1858–65 towards the Calvinistic College here. It is signed "Robert "Roberts, Brynhyfryd, Abergele, November 24th, "1873." I think he got his information about this county from the Rev. Edward Morgan. I notice under the head of Cwm-tir-Mynach a very remarkable note. There is a sum of money put opposite Cwm-tir-Mynach as having been collected there, like other neighbourhoods about here. There is no name given of anybody who made the contributions, but there is a notice to this effect. I will read it in Welsh, as you understand Welsh?—I do not understand it very well.

16,402. You can see that I am not mistranslating it?—I am afraid I cannot check you.

16,403. The note is as follows [Professor Rhŷs read the quotation in Welsh:]—The English of which is: "No names have been obtained from "this place to put in the annual reports, because "the contributors, for reasons known to them "and others at that time, did not choose their "names to appear." Now what I want to ask is whether you can throw any light upon that and whether you can tell us what the reasons referred to may have been?—Indeed I do not know anything about it. I do not suppose I contributed to the erection of the College myself. I cannot say. I have always been extremely good friends with the principal.

16,404. But the remarkable thing here is that the names are given in the other neighbourhoods, and the only exception is this one of the neighbourhood of Cwm-tir-Mynach?—Perhaps they gave so little that they were ashamed to see their names in print.

16,405. No, I find that is not the case. The total is 52*l.* 5*s.* 0*d.*, which is more than double what was given in some other places. I have not looked carefully through it, however. I do not think that can be the reason?—Why not call before you a farmer from Cwm-tir-Mynach, one of the deacons from the chapel, or some well-known man in that part, and he might be able to answer you the question. I cannot.

16,406. I must leave that to the Chairman of the Commission to determine, but you cannot offer any explanation?—I cannot really. You had much better inquire of some gentleman from Cwm-tir-Mynach. So far as I am concerned, I am equally ready to subscribe to a chapel as to a church, in a small way. I am often asked to do so. But a college is rather a palatial building.

16,407. But you see these people were afraid of putting their names to these subscriptions. I want to know what could be the reason?—Perhaps one of them subscribed 40*l.* and the rest only 10*l.*, and he did not wish to set himself up as a general capitalist.

16,408. I suggest the reason must be well-known to them and to the people round about?—I should like to hear an explanation myself very much. I hope you will get someone from Cwm-tir-Mynach and ask him.

Professor *Rhŷs*—continued.

16,409. We may perhaps be able to get it from one of the men who had to deal with these reports later?—I think you referred to Mr. Edward Morgan.

16,410. Mr. Edward Morgan is referred to in the preface as being one of the chief collectors, but the report is signed by Mr. Robert Roberts?—Mr. Edward Morgan is alive, I believe

Mr. *Richard Jones.*

16,411. You say that you do nearly all the improvements on the estate, Mr. Price?—Yes, except draining.

16,412. Mr. Thomas Davies in his evidence said that he had spent at least 400*l.* to 500*l.* on the improvements, such as building and drainage at Fedwlwyd during the last eight years?—Mr. Thomas Davies I think is an exception. He is spending a lot of money on his farm. I hope he will continue to do so. Shall I tell you all about him.

16,413. If you can give some explanation with regard to this 400*l.* do so. It would take you a long time perhaps to tell all about him?—He came in 1885 to Fedwlwyd, a farm of about 138 acres, at a rent of 90*l.* per annum, but a permanent reduction of 8*l.* was made to him in 1888, also the sum of about 3*l.* tithe was paid for him annually, and during his tenancy I spent a great deal of money, about 175*l.* in repairs to the buildings there, and a great number of draining pipes was supplied to him, also fencing posts and other timber.

16,414. Those are your expenses, but I want to know about the money which he spent. Further, he was allowed to plough up some meadow land, contrary to the general rules of the estate. We have done a great deal for Mr. Thomas Davies, and spent a lot of money.

16,415. He has spent a lot himself?—Exactly. Because he spends money, we spend money, and if he continues to spend money on his farm I shall continue to help him if possible, if he wants more. He is the sort of tenant I should like to see more of—a man who would spend between 400*l.* and 500*l.*

16,416. Then you think he is the only instance on your estate?—He is the only one who has put himself prominently forward to say what he has done, at all events.

16,417. You say that there were cases of sub-letting on your estate, or sub-division rather?—I do know of one case of sub-letting contrary to the agreement. You mean sub-division.

16,418. Yes?—That means splitting up into little farms. We can give you all the instances if you like. (*The witness handed in a list of instances.*)

16,419. Were they in the first instance cases of consolidation?—Cutting up.

16,420. Were these farms that have been subseqently sub-divided, first of all consolidated?—One or two might have been.

16,421. How many?—I think my agent will answer the question. In most cases, so far as I can gather from my agent, they have been at

Mr. *Richard Jones*—continued.

one time put together, and sub-divided afterwards.

16,422. There was no expense in erecting the buildings?—In sub-division?

16,423. Yes?—In some of them there have been certainly. We have had to build new buildings entirely. There is Llwyngwgan, for instance, which is thoroughly built up.

16,424. Did you charge per-centage on the buildings?—No, we never charged per-centage. In some cases it is more convenient to subdivide farms. In other cases it is considered preferable to consolidate them. It is done principally to suit the intending occupants.

16,425. But what is the effect of consolidation as far as competition for farms is concerned?—I suppose it diminishes the number of the farms, but it is a reward to a farmer who has done well in a small farm, and who invariably finds he wants a bigger one. We are obliged to have a certain number of medium sized farms on hand to supply that demand. We always like if possible to get one of our own tenants from a small farm into a bigger one, and then put a labourer into the small farm to begin. That is the principle we try to work upon as far as possible.

16,426. What is the predominant feeling in your mind as to cases of consolidation. Is it to meet cases of that sort, or is it to save the expense of erecting buildings?—Not at all. It is for convenience in that way. In over 30 years we have had to consolidate certain farms because it has been seen to be more convenient.

16,427. You say tenants have been paid compensation for damage done by game according to valuation, "and are glad to have the chance," I think you said?—No, I did not say that; not at all. I said the tenants were glad to have their land taken for the rearing of pheasants, because they get paid a very good sum per acre for the use of it. They get 1*l.* an acre for five weeks, and that is very liberal you will admit.

Mr. *Richard Jones.*

I am not an authority on the point.

Lord *Kenyon.*

16,428. What would be the whole rent of such land per acre?—Well, the average of our rental comes out at 9*s.* 4*d.* per acre, as I stated before.

16,429. So you practically double the rent for five weeks?—Yes.

Mr. *Richard Jones.*

16,430. I think you said that some of the farmers on your estate do not work at all?—I think there are one or two who walk about and direct their labourers. I wish there were more of them in a position to be able to do so.

16,431. Would you think that many of the farmers on your estate are in a position to walk about?—I did not see many. I only say that I can recall an instance of one or two in my own mind.

16,432. Are they men of independent means? Have they any other resources?—I am afraid that very few of my tenants have independent means. I have no means of knowing, of course. They get legacies occasionally of which they do not come and tell me. Sometimes I hear of an old aunt dying.

Mr. *Richard Jones*—continued.

16,433. I think one of your suggestions for the improvement of things was that a better class of cattle should be bred?—No, I think I said sheep. I think the sheep ought to be improved. I do not think sufficient attention is paid by the Welsh farmers to sheep. They omit to feed them in the lambing time, and they omit to feed them in the winter, and I should like to see them grow more green crops for that purpose. I am always trying to impress it upon my tenants when I get a chance, and on other people's tenants too when I make a speech at an agricultural show. I think we have a great chance for sheep in Wales, and it is not half taken advantage of.

16,434. Do you think the tenants would better themselves if they bred Shropshire sheep here?—No, I think they could improve the Welsh breed. A tenant of mine, who has lately died, to our very great regret, improved the breed of Welsh sheep immensely in this neighbourhood—the late Mr. Vaughan of Penisarllan. I think if his example were more followed, the sheep throughout this country would be better. It is not considered a good thing to cross with English sheep, but the aim should be to improve the breed of the Welsh sheep. It can be done if properly done. I tried crossing Shropshire sheep myself, and found it a failure. They do not seem to do in this country. I do not know how it is.

Chairman.

16,435. I have two or three questions handed in that I shall have to trouble you with. One by Mr. Llewellyn Jones: "Was not the first "rabbit warren on your estate made some 10 or "12 years ago"?—I should think it was. You will find in the account of it the date.

16,436. About 10 or 12 years ago?—About 10 or 12 years ago, I should think.

16,437. "Do you express a wish to your "tenants not to kill hares"?—I did express a wish to my tenants not to kill hares, yes, and they do not either. They are extremely kind in that respect.

16,438. In your letter of October, 1885, do you not practically prevent your tenants killing hares?—No, I certainly do not prevent their doing anything they like.

Professor *Rhŷs.*

16,439. Are there any hares?—A few, nothing much. If any of the tenants want a hare they always send to me and ask for one.

Lord *Kenyon.*

16,440. Were you afraid of the hare becoming extinct?—Well, a friend of mine, the late Lord Abinger, once begged me to give him one to take away as a curiosity, as he said it was an extinct animal in his country.

Chairman.

16,441. Then there is another question by Mr. Llewellyn Jones: "Can you state the "amount you have spent on buildings and re- "pairs on your estate during the last five "years?" You gave the whole amount; I think it was 100,000*l.*?—That is in 30 years.

16,442. But have you the amount for the last five years?—Yes.

Mr. *Richard Jones.*

16,443. You have given it for four years—from 1887 to 1891?—Suppose you ask my agent? he is coming to give evidence.

Chairman.

6,832. 16,444. He can put in those particulars afterwards?—He will do it very much better afterwards. We can put them in now if you like.

16,445. Let him put them in afterwards?—We can put them all in if you like.

16,446. Let your agent kindly put them in afterwards. Then another question by Mr. Llewellyn Jones: "Could you make any state- "ment as to the number of game prosecutions on "the Rhiwlas estate during the last 20 years —Oh, there have been very few, I think. I should ask the policeman that.

Chairman—continued.

16,447. Very few, you say?—Yes. We have not had one for a long time.

16,448. Then another question by Mr. Llewellyn Jones: "Have you been letting from "1,500 to 2,000 young pheasants reared at "your pheasantries, into the covers on your "estate, and did not these afterwards feed on "the crops of your tenantry?"—When? What particular year is he referring to?

Chairman.

Would Mr. Llewellyn Jones say whether he means annually or not?

Mr. *Llewellyn Jones.*—Every year—on any occasion.

Chairman.

16,449. Then the question is altered to: "Have you on any occasion let from 1,500 to "2,000 young pheasants, reared at your phea- "santries, into covers on your estate, and did "not these afterwards feed on the crops of your "tenantry?"—When I used to keep pheasants for shooting, I put them in my own covers in my own occupation, and fed them with my own corn. If they went outside the covers they only went for amusement, not for food.

Re-examined, 18,492.

The witness withdrew.

Mr. Thomas Davies recalled and examined through an interpreter.

16,450. The following statement of the witness was read:—

"Additional evidence of Thomas Davies, Fedwlwyd, near Bala.

"Parish of Llanycil, Pen-y-cae.

"Owner, Mrs. Royle, Bryn-y-groes, Bala.

"Acreage, 18½ acres. Rent, 18*l.* per annum.

"Dairy.—The dairy is quite unfit for its purpose. It is separated by a wall from the henhouse. which was originally a pigstye. The walls are nearly coming down; the timber weak, and the roofing, which is of rushes, nearly gone. It is dangerous to ascend it for the purpose of repairing. A tarpaulin now serves as a covering at the back. The rain was coming through when I was there, making my hair quite wet. There was a pool of water in the buttery. The floor is of earth, with lumps of stones here and there, and to-day (30th September 1893) it is all in pools and the water splashing as one walks about.

"Cow-house.—The roof of the cow-house is bad, the slates loose, the laths rotten, and the rain coming through generally.

"The following is what James Richards, the tenant, informed me:—'I took the farm in 'October 1887 at the rent of 18*l.* per annum, 'which was an advance of 3*l.* on the rent paid 'by the outgoing tenant. After I had made an 'agreement with the outgoing tenant for the 'stock, &c., we went together to the agent, Mr. 'John Williams, Gwernhefin, near Bala. Some 'time afterwards the agent told me that he was 'raising the rent 3*l.*, though he had previously 'mentioned nothing about this. I told him I 'thought I should have the place at the pre- 'vious rent, and that if he were going to increase 'the rent, that I should have nothing to do with 'it. He replied that he was glad to hear that, 'as he could attach it to another farm, getting 'the same rent for it without having to make 'any buildings. He said that I should have to 'repair the house, and he acknowledged that it 'was unfit to live in, and promised to return me '2*l.* per annum when paying the rent towards 'meeting the cost of repairs, and that he would 'also pay the tithes. On the above terms I took 'it. He told me further that he would have to 'be satisfied with the repairs before I should 'receive the 2*l.* abatement. I repaired the 'house, that is to say two rooms, but before com- 'mencing told Mr. Williams that I did not know 'what to do, as the old roof was rotten. He 'told me to take away the old thatch and thatch 'it anew. I replied that after that it would be 'only a thatch roof, and that in view of the 'future it would be better for me to slate it, and 'so I did. When the work was finished he 'approved of it. I spent 15*l.* 9*s.* 2*d.* on repairs, 'but Mr. Williams supplied the timber in the 'rough, and he has returned me 2*l.* every year. 'I asked for draining pipes, but he refused. I 'paid 5*l.* for pipes, and 2*l.* 10*s.* for opening the 'drains. Last August Mr. Williams came here 'to inspect the dairy, and said he did not 'know what I could do to it. I replied that I

'would do nothing. He replied he would do 'nothing as he had nothing to do with it, and 'that he had told me when repairing the house 'that he would return me 2*l.* per annum for 'seven years. I said that I had already spent 'more than that sum on the house alone, and 'that I was not going to do anything without 'knowing what he would do in the way of 'assisting me. I told him I must have a dairy. 'He was offended with me for using the word '*must*, and said I ought to have asked for his 'good will, and that if I had asked for an abate-'ment he would have answered "Yes" or "No." 'I told him I wanted the dairy waterproof, as it 'was quite unsuitable for a dairy in view of 'winter. He replied, I might go away if I 'liked.'

"Mrs. Royle told the tenant and also myself, that she was leaving everything to Mr. John Williams to do as he saw best.

"Y Foel; owner: Colonel E. Evans Lloyd, Moelygarnedd, near Bala.

See 8139, 16,476, 16,790, 16,791.

"I visited Y Foel on the 18th, the 21st, and the 29th September. On the 18th and 21st I saw nothing inconsistent with my former evidence. The roof was in the same state as I described it, slates on the 'gronnd, and light to be seen through it. The tenant's wife testified that many of the slates had fallen two years ago, and that the roof was not repaired at all when the gable end was plastered about a year ago.

"In the flooring of the upstairs room is to be seen a big hole, through which the leg of a grand daughter of the tenant went in getting out of her crib. In another place is seen a hole, through which the leg of an iron bedstead crashed. The rafters are in a very bad condition from dry rot, I pushed my hand into one of them and took out a handful of the decayed wood. Under the loft is a large beam supporting it. It was put up some eight years ago, and certainly had it not been for this beam the loft would not have remained up so long.

"The tenant is a labourer working here and there, and is often away from home at night. The wife asserted that she has often got out of bed on a stormy night to sit on the seat by the fire from fear of the roof falling on her, and she said she had told Colonel Evans Lloyd a few days since that she is afraid of staying there for the winter unless he can assure her that the roof will not fall on her.

"There are neither offices nor pigstyes.

"On the 29th September I found the roofing has been very well repaired. This was done on the 27th September.

"The tenant's wife said they sent a son of theirs some two or three years ago to pay the rent, and that he complained to the landlord that the rent was too high, that his father could not pay it, and that he would be obliged to give notice to leave unless a reduction was made. He was answered 'I shall accept notice, there are many for it.' (Welsh 'Cymeraf notice, mae llawer am dano.') She remembered speaking to me about it previously, but did not recollect using the identical words I used in my previous testimony 'Give it up, I can get more for it. She did not deny using them, but had no recollection. She was certain the words 'I shall accept notice, there are many for it' were strictly correct, and that the pet word of the Colonel when they made complaints was 'botheration.' The tenant himself had used to me the very words I quoted 'Give it up, I can get more for it.'

"The whole holding measures barely three acres including the land under hedges or ditches. The present rent is 7*l.* 10*s.* per annum, and I produce the rent book [*handing same*].

"I feel that the sanitary inspector is greatly to to be blamed in connexion with this case. It was said that he had visited the place several times, saying that a privy and a pigstye would have to be provided, but I do not understand that he sent at all to Colonel Evans Lloyd. It is of the greatest importance that suitable persons should be appointed to this office. Without this, tenants will not get what is right, and the landlord sometimes be blamed when he does not deserve it.

"The above tenant was last year in receipt of parish relief: I put in the printed list of the paupers of Llanycil parish" [*handing same*].

Chairman.

16,450A. That is your statement. Do you say it is correct?—Yes. This is a sample of the wood in the loft [*handing same*]. This is a sample of the wood at the top of the house [*handing same*].

16,451. Is this a sample of the wood beams or of the rafters?—A sample of the boards of the floor in the upstairs room.

16,452. And the other sample?—The other sample is from the rafters at the top of the building.

16,453. These samples come from Y Foel?—From Y Foel. This is a receipt book I produce, with four receipts unstamped [*handing same*].

Colonel *Evans Lloyd.*

May I hand up a photograph of this place [*handing same*]?

Chairman.

16,454. [*To the witness.*] Is that all the evidence you wish to give?—Yes, that is all my evidence.

16,455. You gave your evidence on the 13th September?—Yes.

16,456. You visited Y Foel on the 18th, 21st, and 29th September?—Yes.

16,457. On the 18th and 21st it was in the state you describe?—Yes.

16,458. You visited it again on the 29th of September?—Yes.

16,459. What state was it in then?—It had been repaired on the 27th of September. The roof had been repaired; not the loft.

16,460. What condition was the flooring in?—The floor of the loft, do you mean?

Chairman—continued.

16,461. Is this sample the floor of the house or of the loft?—That is the floor of the loft.

16,462. What condition was the floor of the loft in?—It was in the same condition as I found it the first time.

16,463. Have you been near the place since?—Since the 29th September?

16,464. Yes?—Yes.

16,465. What condition is the floor in now?—It is in the same condition, as far as I understand. He said that he would not repair it.

16,466. In this list of paupers that you produce there appear the names of Edward Richards and his wife. Were Edward Richards and his wife the tenants of this cottage?—Yes.

16,467. And they were receiving parish relief?—Yes.

16,468. While they were paying this rent?—Yes.

Mr. *Grove.*

16,469. The receipt book you put in shows in some cases pencil entries with a receipt stamp and in other cases without a receipt stamp. Did you ask for a stamp to be put on?—No, I did not. I am afraid you misunderstand me. It was not my place to ask for a stamped receipt, I never paid rents to him.

16,470. Then it was someone else?—Yes, Edward Richards or his wife paid the rent.

16,471. Do you not know that the party who receives a receipt without its being stamped is liable to a fine the same as the party who gives it?—I understand that, but I believe that they did not so understand.

Mr. *Grove*—continued.

Lord Kenyon.

16,472. How far off is this place, Y Foel?—About a mile and a quarter, not a mile and a half I should say from this town.

16,473. And the other place, Pen-y-cae?—Two miles to Pen-y-cae; that is as near as I can guess.

16,474. Would the tenant of Pen-y-cae do the repairs himself?—Yes, I believe so, if it is so allowed in his rent.

Chairman.

16,475. There is a question put in by Mr. John Williams—"Did James Richards of Pen-y-"cae inform you that he took the farm with "the clear understanding that he would be "responsible for repairs and that for whatever "improvement he did to the satisfaction of Mr. "John Williams, Mr. John Williams would "give him a certificate for compensation ac-"cording to the Agricultural Holdings Act?"—He told me that he was going to build two sections of an outbuilding. He has not understood that he was called upon to do all the buildings, and he is not willing to put them up at his own expense.

Re-examined, 16,528.

The witness withdrew.

Colonel Edward Evans Lloyd called and examined.

Witness.

My Lord, to save time I have put my statement into writing. May I read it?

Chairman.

16,476. Yes, if you please. You mean with regard to Y Foel?—Yes; and I thought I might, as I was already here, make a further statement generally as a small landowner. It is very short.

16,477. I am afraid that as you came here to give rebutting evidence you must be good enough to confine yourself to the particular case you have to rebut. We have got a very, very heavy day before us, and I am afraid we must not let you make a general statement now?—But may I not ask for an opportunity to say what I have to say?

16,478. If you please, if you will send in a statement afterwards?—It will not take five minutes.

16,479. Very well, then?—My Lord, may I beg permission to make a statement with reference to evidence given by Mr. Thomas Davies as to a small cottage holding of mine called Y Foel or Tynewydd, near Bala? I may just say incidentally that it is quite two miles from here. I feel that a great injustice has been done to me, more particularly as the evidence given was only hearsay and in the main totally untrue. Your Lordship probably has it, but it may be wise that I should read it; it is very short. Mr. Davies says that this is a small tenement, "measuring barely 3 acres, and that "at best maintains only one cow; the present "rent is 7*l.* 10*s.* 0*d.* per annum; that the house "has no privy or pigstye." Then he says—and I beg to draw your Lordship's attention particularly to this—"that the house is separated from "the shippon by a thin partition through which "the stench from the adjoining building pene-"trated and made the house unfit to live in. "The sky is visible through the roof and it is "dangerous to walk along the uptairs room." Further, he says that when the tenant complained to me the only answer he got was "Give "it up, I can get more for it." That is the evidence which he gave, and which I propose to contradict. First as to the rent of 7*l.* 10*s.* 0*d.*, I do not know whether that was considered high. I believe that the tenant thinks that it is too much, and it was on the occasion of the son's complaining some years ago that I said they were at liberty to give up the cottage, as there were plenty who would be glad to have it at the same rent. I never used the words attributed to me "Give it up, I can get more." And moreover (which is now corroborated by what has been said to-day) when I taxed the tenant with having told this to Mr. Thomas Davies, she at once said "Perhaps you did not "say that, but you said 'you had plenty of

Chairman—continued.

" ' tenants for it.'" That is quite another version, and is what I am still prepared to say, and do say to-day—that there are plenty of tenants for it at that same figure.

16,480. Then what you rebut is this. You say you did not say "Give it up, I can get more for it"?—No, I did not.

16,481. But what did you say?—I said "Give " it up, there are plenty who will take it."

16,482. Then the only difference is that you did not say "Give it up, I can get more for it," but you said "There are plenty more who will take it"?—Yes, that is what I said. What I mean is this. The inference which this witness wished the Commission to draw, was that I would a great deal prefer getting more rent to repairing the property. My answer is that it was not a question of repairing at all; it was a question of rent; and what I said to the son was "If you complain of the rent you " can give it up, I have plenty who will take it " at that figure."

16,483. Then the only difference between you is that you say you said "There are plenty more " who will take it at that figure," instead of "I " can get more for it"?—That is so.

16,484. I am only anxious to know the exact words you used. You did not say "I can get " more for it," but you said "There are plenty " more who will take it?"—Yes, and I am prepared to say that again to-day.

16,485. We quite understand that. Now, what else is there that you come to rebut?—Moreover this tenant told me that someone had offered 10*l.* for the place, of which I was not aware

16,486. I beg your pardon; there is nothing of that sort in the evidence at all. We must keep ourselves, please, to the evidence. There is not a word in the evidence about someone having offered 10*l.*?—But I am giving now my evidence with regard to the question.

16,487. I want you please to keep to your rebutting evidence; then anything you would like to say afterwards about your general estate, or anything else, we can have separately. Please keep for the present to your rebutting evidence?—The house is a two-roomed cottage, built about 38 or 40 years ago, with a small dairy recently added at a cost of 10*l.*, and a shippon about 15 feet by 12 adjoining the house. I put this in as a plan of the place [*handing a plan*]. There are three acres of land in excellent grazing condition, with right of common over some 600 or 800 acres of mountain land adjoining. I think that 3*s.* a week cannot be considered an unreasonable rent for that accommodation. That is bearing upon the question of 7*l.* 10*s.* 0*d.* rent, which I presume is put forward as being too much. I have asked an independent neighbour, a freeholder, to look at the holding and give his opinion and evidence to the Commissioners, and he is here to-day to do so. So much for the value. Now as to the allegation about repairs.

16,488. Wait a moment. Mr. Thomas Davies says that the house has no privy or offices. Has it a privy or offices?—It has not; I am perfectly willing to admit that.

16,489. Very good. Is there a pigstye?—There is accommodation for a pigstye within the cowhouse.

16,490. Then that means that the pig and the cow would be together in the cowhouse?—That is so.

16,491. Is the cowhouse separated from the house merely by a thin partition?—That is one of my main contradictions. If your Lordship will kindly look at that plan it shows that, so far from being a thin partition, it is a main wall 2 feet thick. That is one of my principal points; and if that is a sample of the evidence given it shows what reliance you can place upon other parts.

16,492. You contradict that?—I contradict that most emphatically.

16,493. It is not a thin partition?—It is a 2-foot wall. It is the main wall of the buildings.

16,494. But is the wall in good condition?—Excellent condition; and I have another witness here, an independent witness, who can speak about it.

16,495. Can any smell come from it?—Impossible; but I must add upon that that when I went to see the tenant I said, "Is there a stench " coming from it?" "Oh, no," she said, "not " now; there was formerly when there was a " hole in it, but that has been stopped." The witness, Thomas Davies, has put it before the Commission that that is the existing state of things; that it is now unfit to live in; that the stench comes through, and renders the house unfit for anyone to live in.

16,496. You contradict that?—I contradict that most flatly. Moreover, I took the medical officer of health (who is present, I believe), Dr. Williams, and we both asked the tenant—— I will give it in Welsh, "A oes dim ogle yn " dywad trwy'r wal? Nac oes, ddim." "Is " there any smell oozing through the wall? " No, none." That is one of my main contradictions with regard to that question. First of all, I say that the partition is not a thin partition, and, secondly, that no stench comes through it.

16,497. May I ask you one question on that before you go on. There was a hole in this wall, you say?—I am not aware of it. I really cannot speak to it.

16,498. You told us that there was a hole in this wall; that was a statement of your own. You said there was a hole in the wall through which the stench came?—No; that is the statement made by the witness, which I deny. That is the statement which I come to contradict.

16,499. You say there was no hole in the wall?—Certainly not at the present moment.

16,500. No; but you said there was a hole in the wall through which the stench came?—No. I say that is the statement of the witness, but not mine, certainly not.

16,501. Do you contradict that?—I do, most flatly.

Chairman—continued.

16,502. You contradict the statement that there was a hole in the wall?—I cannot contradict what I do not know; I can only contradict that there is any hole in the wall now, and it has not been stopped by me; and, when the medical officer of health and I went and taxed the woman, and asked "Where is the hole?" She said, "There is no hole now." I asked, "Is there any smell?" and she said, "Certainly not, it has been stopped long ago." That was the woman's own statement to me last week.

16,503. Your statement is that there is no stench there now, but that there was?—Was last year. She said, "The master stopped it last year."

16,504. Who is the master?—Meaning me, I presume.

16,505. Then you have no knowledge that that repair was made?—I have none at all.

16,506. You have no knowledge that the holes were stopped, but you have no reason to believe that these holes did not exist?—Well, I can only say this. I really cannot speak from personal knowledge. I can only speak from what the woman herself told me. Last year I had a complaint from them that something was wanting doing, and I sent up a mason; I said, "Go up "and do everything that they require to make "them comfortable." Those were my own orders, and they were carried out; and the woman herself, I believe, expressed herself most satisfied and comfortable about it.

16,507. Then, perhaps, that was the time when the hole was stopped?—Possibly; I dare say it might be; but any small hole of that kind it is only the business of a proper tenant to stop at once herself; it is ridiculous to ask the landlord to send a man.

16,508. You have not seen the place yourself?—I have. I have been there considerably—very often lately.

16,509. Very often lately?—I mean since I have heard of this inquiry I have been there, and I was prepared to go on and state what I did find.

16,510. You are prepared to say that there are no holes in the wall now?—Certainly, most flatly. Moreover, I can be corroborated by a gentleman who is present.

16,511. Now we come to the roof of the house?—Now I come to that. Mr. Thomas Davies says, "The sky is visible through it." I went to the tenant, and said, "Where do you see the sky?" "Oh," she says, "It is up *there*." She pointed out to me a little corner—I have made a mark on the plan where it is—and I declare honourably that you could not have stuck half-a-crown into it. That is what the Commission have represented to them as a place where "the sky is visible." I went round to see the cause of it. It turned out that a slate—one solitary slate—had fallen off the corner, and was there to be seen, and that exhibited the hole. I do believe I am within the mark in saying that it would not take a florin to cover it. But I clearly saw light through it; I am bound to say that. I at once said to my man, "You must send a slater up there to put that up." But I said to the woman, "Why did "not your man put up a slate like that straight "off?" "Well," she said, "he is too infirm." However, I have had it done; but that is the size of the hole as to which Mr. Davies says, "The sky is visible through it." I say that is a perversion of the truth.

16,512. Are you prepared to say that the roof was in a good state of repair?—I do, and I can give you another reason for it. Last Friday this Mr. Thomas Davies met the medical officer of health, who, I believe, is present, Dr. Williams. You will recollect, and I daresay everybody present will recollect, what Thursday and Friday of last week were; for eight and forty hours consecutively there was storm and rain of the most violent character. These gentlemen went to see whether they could find a spot of damp; there was not a spot of damp to be found—after eight and forty hours' rain and storm, and this is the most exposed part on the edge of the mountain—and that is what they found. They looked everywhere for a spot of damp. This is a sample of the value of the evidence which is given to the Commissioners. It says here, "The "sky is visible through it, and it is dangerous to "live in." Indeed Thomas Davies says that the people were afraid to live in the place. Well, I am bound to say this: I do not want to misrepresent anything. With regard to the floor, I certainly found that there was a corner at one end of the room which showed certainly marks of decay. I suppose that very stuff that Thomas Davies handed up this morning came from that part, showing that the boards had evidently began to decay. Now, I may say that I am over 13 stone; Mr. Chadwick, who is over there, who was with me, is fully 14 stone. We went there, and I said, "Where is this floor that is so "very dangerous? Let us try it like that;" [*illustrating*]; and I jumped upon it, and there was not the smallest impression. I am not here to apologize for the state of this house; but I confess that if I had known it—it was a matter of half an hour for any joiner to go and remedy it. There is an elongated hole, just showing the decay in the boards; but all the rest of the floors are sound as this is underneath me. I jumped about—we are both of us 14 stone—and there was no impression at all. That is the sort of evidence that has been brought forward, and they say that "it is dangerous to walk "along the upstairs room." Well, I did *that* [*illustrating*], and I made no impression on it. Mr. Chadwick did the same; we were both of us up at the same time, testing it; and I am here to give a most emphatic contradiction, and I say it is a malicious perversion of what is the fact.

See 18,5

16,513. I do not think you should use such strong language as that?—Of course, my Lord, you will excuse my getting warm, because I really feel warm about it.

16,514. I think it comes to this. You say you deny that the roof is in such a condition

Chairman—continued.

that the sky is visible through it. You say there is only one corner that is defective?—I do. I most emphatically say that that corner ——

16,515. Now, please. You deny that it is dangerous for anybody to walk along the upstairs room?—I do, and I have evidence to corroborate me.

16,516. And when the tenant complained the only answer you are supposed to have given is, "Give it up, I can get more for it"?—My answer was "Give it up, I can get plenty more to take it." I want to say, it was not with reference to repairs at all that that answer was given; it was with reference to rent. Every time that I have been asked for repairs, they have been done. Only a few years ago, at the expense of about 9*l.* or 10*l.*, I fitted them up a very nice little dairy. If they had asked me for a pigstye or anything in the way of a necessity, as they say, they would have had it; I never knew that there was not such a thing, but I can only tell you this, that the moment I knew there was no privy there I at once ordered it, and I believe it is on its way now.

16,517. There is only one other question I have to ask you. Were you aware that this tenant of yours who paid 7*l.* 10*s.* a year was in receipt of parish relief?—Certainly not. I left orders when I went from home—(I go to Chester every winter)—"Whenever you can employ this man, do." I have paid many times, I cannot say very often, but he has generally worked for me at the rate of about 18*s.* a week, and he is now in full employ.

16,518. You are not prepared to deny that this man who paid 7*l.* 10*s.* a year rent was in receipt of parish relief?—I cannot deny it. It is the first time I ever heard it. I never heard it before.

16,519. You have never heard it before, but you are not prepared to deny it?—I should only like to say this. I should like to add that three years ago they wanted to buy it, and that does not look very much like poverty. They asked me to name my price for it; that is not very much like poverty.

16,520. I think we can pass away from that. Now, is there anything else you want to say?—I thought I should like to be allowed to say this; it was not with regard to this particular holding, but I wanted to make an observation—it will only take me three or four minutes. It is a point I feel very strongly upon.

Chairman.

We will now have Mr. Thomas Davies in the box again, and we will postpone your general evidence.

Lord *Kenyon.*

16,521. Did the Sanitary Inspector ever draw attention to this place?—No, never. I never heard the smallest complaint.

16,522. I understood from you that they once complained to you and asked you to repair the place?—Yes, and I did so.

16,523. That was the only occasion on which they did ask?—Yes. I have 45 or 50 small tenants at Bala, and I challenge any one of them to come forward before this Commission and say that I have not at once repaired when I have been asked to do so.

Chairman.

16,524. There is a question sent up by Mr. Llewelyn Jones: "Are you a tenant for life of "your estate, and do you on this account "generally refuse to make any repairs"?—Certainly not. I am a tenant for life, but most certainly I do not on that account refuse to repair. I cannot recall what that refers to. If they will refer me to any particular case I will answer it. I can only say that I do repair, and most freely. I am a tenant for life, but I am not tenant for life of this particular property. I am a tenant for life in Bala, and I will defy any tenant of mine in Bala to come and say that I ever refused repairs. When I have been asked to rebuild or anything of that kind I may have refused. I can now recall what that question refers to. It was with regard to Plas Hendre, an old family house in this town. I said, "It is perfectly impossible for me to "rebuild, I am only a tenant for life." I suppose that is what the question refers to.

16,525. Then you have made that statement?—Yes.

Lord *Kenyon.*

16,526. In one instance?—If the question is put to me about any particular case I will answer it straight, but that is a very general question.

Chairman.

16,527. Two of the Commissioners will go up to the place to-day and see this building. May we keep the ground plan?—I shall be very much obliged.

The witness withdrew.

Mr. THOMAS DAVIES recalled and further examined through an Interpreter.

The evidence of Colonel Evans Lloyd was translated to the witness.

Witness.

See 8140, and above, also 16,790, 16,791.

16,528. Why did not Colonel Evans Lloyd go to the corner which the old lady pointed out to him?—He would not go there. There are five adjoining slates off, and they cover a larger hole than a florin would occupy. Those five slates are together. Besides, there are so many slates, on the roof, and in other places, off here and there.

Chairman.

16,528A. Two of the Commissioners are going up this afternoon to judge for themselves?—Thank you.

Chairman—continued.

16,529. Do you say that there are any holes between the cowhouse and the dwelling-house at the present moment, or have they been patched up?—Yes, unless they have been repaired since yesterday morning. I saw them myself the day before yesterday.

Colonel *Evans Lloyd.*

Oh, they have not been touched. I would not have them touched.

Lord *Kenyon.*

16,530. [*To Witness.*] They were there the day before yesterday?—They were there the morning of the day before yesterday unless they have been repaired since.

16,531. Do you say you have found any stench in the house since your last visit to the place?—Yes, I have smelt it, not found it.

[*The Interpreter*: He uses the Welsh expression "Clywed"; it means he smelt it.]

16,532. Why did you not inform the Sanitary Inspector?—The time has been so short, and he has been there three times.

16,533. Why did you not inform him before you came before us lately?—The reason was because he had been there to Y Foel and seen it himself, and I knew that. He had been there three times.

16,534. But you saw Colonel Evans Lloyd, and you made no complaint to him?—I cannot say as to that. It is his fault.

Chairman.

16,535. A question is sent up by Colonel Evans Lloyd: "Do the holes come through the wall"?—Yes, I can push my stick through, over 8 inches beyond the wall into the house.

Mr. *Richard Evans Jones.*

16,536. I do not understand about the 18 inches; what do you mean?—That the stick goes into the wall a distance of 18 inches.

Colonel *Evans Lloyd.*

The wall is 2 feet.

Witness.

Had it not been that the son of the tenant had papered the wall I would be able to push the paper off the wall with my stick from the cow-house.

Mr. *Richard Jones.*

16,537. How could you get at the paper if the wall is 2 feet, and you could only send it 18 inches—there would be another 6 inches?—It is repaired now, but before it was repaired you could push the stick a yard into the house.

Chairman.

16,538. Another question by Colonel Evans Lloyd: "Why did you call it a thin partition"?—I do not call it a thin partition, but it is a thin wall made of stones. Of course being a stone wall no one could make it very very thin.

16,539. Then two questions by Mr. Vincent: "Who is the Sanitary Inspector"?—Edward Morris of Pant y Saer.

16,540. "Is he here"?—I do not know.

Mr. *Grove.*

16,541. You say the wall has been repaired; will you tell us by whom?—The wall between the cow-house and the house has been repaired by the son of the tenant of the house.

16,542. Does that son live there at present?—No, he does not live there now. He lives at Pen-y-Cae.

The witness withdrew.

Adjourned for a short time.

Mr. DAVID ROBERTS called and examined through the Interpreter.

16,542A. The interpreter read the following statement of the witness:

"Evidence of Mr. David Roberts, Tyn y bryn, Rhyducha, Bala. I am a tenant farmer. In the year 1866 I took a farm called Llanerch yr Eryr in the parish of Llandderfel on the Rhiwlas estate, from Mr. W. Schoon, the agent of Mr. R. J. L. Price. The tenancy was an annual one, six months' notice on either side; rent 60*l.* The farm Llanerch yr Eryr was 127 acres; arable land 50 acres, and the rest trees and mountain land. The agent promised to keep down the rabbits and to repair the buildings which were in a poor and unsuitable condition. But I was on the farm for 13 years without any of the promised repairs, and then I had to do all the cartage free and the rabbits were not kept down as promised. My father-in-law was the previous tenant to me, and he was ruined in consequence of the number of the rabbits. It was on this account that I insisted upon getting a promise to keep them down as they destroyed everything. It was with difficulty that I could produce on my farm sufficient to keep four cows, four calves, and two horses. On one occasion I sowed 18 hobbets of oats, and only got 40 hobbets from it, on another occasion from three hobbets of barley I received 1½ pecks, indeed six acres which I had sown were not worth harvesting. I went to my landlord and received 10*l.*

towards the damage, but this did not nearly cover my loss. A large number of my neighbours suffered as much as myself from the rabbit pest. I could name persons whom I believe were ruined chiefly through the game on their farms. After the passing of the Ground Game Act I determined to keep down the rabbits, and having cleared the place as well as I could, I settled down to try and make the farm pay. But I soon afterwards received notice, and my farm has been turned into a rabbit warren. For a year after this I failed to get a farm and had to sell all my stock and go to a small cottage. In the year 1883, I took a farm called Penlan, in the parish of Llanycil on the same estate; rent 31*l.* I was promised that the house and outbuildings would be put in good repair, and that new pigstyes and offices would be built. The house and outbuildings were slightly repaired, but the other things promised were never carried out. I was at Penlan for six years. During the time I was on Rhiwlas estate I lost something like 200*l.* A widow who is a neighbour of mine related to me the following account of her history on the Rhiwlas estate."

See 8139.

Chairman.

16,543. Would you mind giving her name?—I have no objection. I do not know whether the widow would have any objection to my giving her name, but I have no objection.

[Statement continued.]

"In the year 1866, her husband took a farm for 61*l.* 10*s.* 0*d.* The rent had previously been 55*l.*, but when he took it the right of pasturage for 160 sheep on the common was added to it, and a part of Efail Isa. The landlord promised when he took the farm that he would keep down the rabbits. In the year 1869 her husband gave up the common and the rent was again reduced to 55*l.* One year they suffered so much from the rabbits that they tried to be allowed a large sum out of the rent, but both the agent and the landlord refused. During the 21 years her husband and herself occupied the farm they were only allowed 16*l.* towards the damage caused by the game. On one occasion her only son was found searching for rabbits with a ferret and net, and to do this Mr. Price had given permission. But owing to the fact that her son was constantly ferreting her landlord ordered her to send him away. She lost a very valuable dog which was shot by one of the keepers. She placed the matter in a solicitor's hands, and she received 5*l.* towards the loss But soon afterwards she received a notice to quit; she was, however, allowed to remain there for one year longer, her rent being raised 5*l.*, and several other restrictions placed upon her."

See 16,832.

See 16,572, 16,573.

Chairman.

16,544. Is that your statement, and is it correct?—Yes.

Lord *Kenyon.*

16,545. Could you not give the lady's name?—Elizabeth Jones, Refail Isa, near Bala.

Lord *Kenyon*—continued.

16,546. Do I understand you are now a tenant on the Rhiwlas estate?—No, I am not.

16,547. Did you give notice to quit Penlan?—No, I gave it up. I had another farm, which I held for a year.

16,548. You complain that the buildings are not sufficiently repaired. Is that all you have to complain of at Penlan?—Yes, that is all at Penlan.

16,549. Do you know whether Mr. Price finds it more profitable to have his other farm as a rabbit warren than it was when you held it?—I cannot say. The farm did not pay me, at any rate.

Mr. *Griffiths.*

16,550. Were you not promised some repairs and some buildings when you took the farm?—Yes.

16,551. Then what you complain of is that these promises were not fulfilled?—Yes, and in consequence I suffered a great deal of loss from my animals and horses during 13 years.

16,552. Can you tell me whether the keepers are in the habit of killing many dogs at this place?—Yes.

16,553. Is it by shooting them, or in what way?—Poisoning them and shooting them.

16,554. When they shoot the dogs, do the dogs always die?—Yes, generally, when they are near enough to the gun.

16,555. The reason I ask you is that I have heard of a case before where a dog has been shot and left to wander about in that state for a long time?—Yes, I heard that the dog did not die. A little boy was calling the dog at that time when the keeper was by.

16,556. Is there not an inspector appointed for the prevention of cruelty to animals?—A little is done by Mrs. Price. When the cows run about in the town, something may be done, but nothing else.

Mr. *Grove.*

16,557. As to this farm that Mrs. Jones had, you say that 16*l.* was given for damage by game over 21 years?—Yes.

16,558. Was that considered sufficient?—That is all he asked. I was with him at the time, and I had 12*l.* I was with Mr. Jones, and we went together to see Mr. Price, and Mr. Price said that he did not wish that his tenants should suffer any loss from damage caused by rabbits.

16,559. So that they had all they asked for?—Yes, that time; but several times we went, and we had nothing.

16,560. Then, following that last answer up, in that case they did not consider that they were properly compensated for the damage done by game?—No, never. I only asked a little for my labour, and for the seed I had sown—my corn and so on. They had destroyed the hay and the grazing land, and I was unable to sell my animals.

Mr. *Richard Jones.*

16,561. Just to follow up that question, what is the usual course taken when a tenant makes a

Mr. *Richard Jones*—continued.

claim for damage done by game. Is a valuation made?—No, no valuation is made—only to take the goodwill. I did so several times. I had a little goodwill.

16,562. You simply take what the landlord chooses to give you?—Yes, that is better than being without anything.

16,563. When you received notice to quit, did Mr. Price promise to find you another farm when your former farm was turned "into a warren?"—Yes, he gave me a choice of many farms.

16,564. Were those vacant at the time?—I went to the tenants who had been living there, and the farms had been given up on account of the reduction, and so I would not take them at any price.

16,565. You thought it was better to go and live in a cottage than to go and live in one of those farms?—It would have been far better for me if I had been in a small cottage a long time ago than being in the farm where I was. I lived on the sparings of the rabbits.

16,566. You say that when you went to Penlan you were promised that the house and outbuildings would be put in good repair, and that new pigstyes and offices would be built. The house and outbuildings were slightly repaired, but the other things promised were never carried out. Are there no offices attached to the house?—No, there are not. I made one, but that has fallen since I was there.

16,567. You mentioned the case of a widow who has lost a dog, and that she received 5*l.* towards the loss. Did she receive this from Mr. Price without having recourse to law?—No, she had 5*l.* from the solicitor.

16,568. Did she previously make a claim to Mr. Price before she got it?—I cannot say.

16,569. Was the rent raised the year after this claim was made?—It was raised for the last year she was there.

16,570. And you say there were several other restrictions placed upon her. What were the other restrictions placed upon her besides raising the rent?—She was not allowed to plough any grazing land.

16,571. But she was not allowed according to the agreement to plough permanent pasture?—No, that is so, it seems.

Chairman.

16,335. 16,572. There are some questions handed in. The following questions are by Mr. Vincent: "Was not the case of the widow's dog the case "in which Mr. Price dismissed his keeper for "shooting the dog?"—No, the widow's son was turned from home because he interfered with the rabbits.

Chairman—continued.

16,573. Do you understand the question? I will put it in this way: "Was not the case of "the widow's dog, the case in which Mr. Price "sent away his keeper for shooting the dog"?—I do not know. He changes the keepers so often.

16,574. "Was not a new farm on the same "estate found immediately for the widow"?—Yes, she went to a small place under Mr. Price.

16,575. "Does she not now sub-let"?—Yes, she does sub-let a field or two in connexion with the house in which she lives.

16,576. "Does she not make a profit on the rent"?—I can hardly believe that she does.

16,577. "Was she not in arrears when she "received notice to quit"?—I think she owed something, I do not know the amount; but her brother paid the whole for her.

16,578. "Was not the son of the widow con- "victed for cutting trees on the Rhiwlas "estate"?—Yes, I heard them say so. See 17,574–17,603, 17,697–17,704.

16,579. "Were you compensated whenever "you made a request for compensation for "damage done by game"?—I had a recognition, but not compensation.

16,580. "Do not wandering dogs do damage "to sheep"?—No. I saw a dog belonging to Mr. Price, which had killed a sheep of mine while he (Mr. Price) was out, or his keeper.

16,581. This question is by Mr. Price: "You "say it was better to live in a cottage, but did "you not in fact take another farm on the same "estate"?—Yes.

16,582. The following questions are handed in by Mr. Llewellyn Jones: "Was the son of the "widow brought before the magistrates for "damaging trees or not"?—I do not know.

16,583. "What was the type of men engaged "on the Rhiwlas estate as keepers in your "time"?—They were mostly the lowest class of people.

16,584. "Were they not as a class detested by "the farmers"?—Yes, because they told lies as between the tenant and the landlord.

Mr. *Griffiths.*

16,585. Are there many instances like that,—of keepers interfering between the landlord and the tenants?—It has been so on some occasions, but it is better now.

Lord *Kenyon.*

16,586. Do you say that that is not the case now?—I do not know so much about them now. I do not live under them.

The witness withdrew.

Mr. ROBERT EVANS called and examined.

16,587. The following statement of the witness was read:—

"Robert Evans, Cryniarth Mawr, Cefnddwysarn,

"(Parish of Llanfor), Merionethshire.

"Personal.—Tenant farmer on the Rhiwlas estate. Extent of farm, 23 acres. Rent, 28*l.* (this sum includes the tithe rentcharge, about 32*s.*). Held farm since 1881. Evidence will be chiefly with reference to upper part of Rhiwlas estate, and part of Palé estate (at Bethel); that is the evidence covers the upper part of Llanfor and of Llandderfel parishes.

"Occupation.—Farmer and fellmonger.

"February 1st is the time for a new tenant to enter for cultivating the land; May 13th for the house and buildings. All the holdings in this district are annual tenancies. There is no demand for leases; one reason why leases are not asked for is that farmers have not been accustomed to them. The custom of the country has been annual tenancies. Another reason is that they do not expect to get them on favourable terms, especially as to the rent. As far as I can make out, tenants' changes in our district are just about the same as formerly. When a portion of a farm is taken from it by the landlord, notice is given, and a deduction made in rent, *e.g.*, Bryn Bannon Farm, Cefnddwysarn, Rhiwlas estate. Part of farm taken for game farm; notice was given in due time to tenant, and tenant received a deductiod in the rent. Tynyffrith and Cynlas and Tynybryn. Part of each taken for rabbit warren; six months' notice given of the landlord's intention, and the rent was reduced. When trees are cut down, no compensation for damage is given to the tenant; he is, however, allowed all the branches for firewood. In cases where trees are cut from the hedges, the tenant has, at his own expense, to make up the gaps thus caused.

"Agreements.—Palé estate: No written agreement whatever between tenant and landlord. The tenants hold under the Agricultural Holdings Act 1883, and the custom of the country. On Rhiwlas estate there is an agreement, and I consider the following terms in the agreement to be of a severe character. The condition that a

See 16,832. tenant can only have two white crops in succession in the same field, and this is impracticable on upland farms. A penalty of 10*l.* per acre is claimed under the agreement for a breach of this condition, and in the latter part of the agreement it will be found that the landlord promises certain sums by way of compensation to tenants for various things, provided the tenant has observed all the terms in the first part of the agreement. It is quite impossible for the tenant to observe all the terms to which he is bound, so that the landlord is released from his obligation. Six months' notice to quit is quite unreasonable, and is a great drawback to the proper cultivation of the farms.

"The carrying of materials for buildings.—This is especially hard, in view of the short notice to quit which can be given. The condition that the tenant must render extra service to the landlord, I consider very mean. I consider if there is extra to be done, it ought to be on the other side. A copy of the agreement is given in English, or in Welsh, to all the tenants on the Rhiwlas estate.

"Rent.—The rent is fixed in a lump sum. Taken as a general rule, farms of about the same size and character in our district are pretty uniform as regards rent. But the smaller farms are dearer per acre than the larger ones, which I think ought not to be the case, *e.g.*, Coedy bedol, 224 acres and sheep walk for 700 sheep, rent 127*l.* inclusive; Cryniarth, 23 acres, rent 28*l.*; Derwgoed, 200 acres, rent 100*l.*; Tyhen, 18 acres, rent 23*l.* As a rule, one may say that the rents per acre of highland farms in our district are on large farms from 10*s.* to 12*s.* per acre, and on small farms from 16*s.* to 20*s.* per acre. No services are rendered to the landlord on the Palé estate. On the Rhiwlas estate there is two days' work with one or two men and one or two horses according to the size of the farm. As a rule rents are fixed by private treaty after offers have been made. As a rule the person who is prepared to give the rent the landlord asks for is the accepted tenant.

"Alterations in the rent.—Rents have generally been raised in the last 50 years."

[The following document was handed in]:—

"List showing the rise and reduction in rent during the last 50 years and over.

	In 1793.	1859.	Raised after being sold	Now.
	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*
Derwgoed	10 16 0	68 0 0	In 1859: 100 0 0	—
Ty Uchaf	—	48 0 0	„ 77 11 0	62 10 0
Bwlchgarneddog	5 3 0	28 0 0	„ 40 0 0	32 14 0
Ty Isa	22 0 0	39 0 0	„ 55 8 0	51 10 0
Cryniarth Mawr	7 0 0	17 0 0	In 1876: 29 0 0	28 0 0

	1859.		In 1876.	Now.
	£ *s.* *d.*		£ *s.* *d.*	£ *s.* *d.*
Cryniarth bach	15 15 0	Raised after being sold in 1859 to 20*l.*	25 0 0	20 0 0
Coed y bedo	80 0 0	1872, 115*l.* 0*s.* 0*d.* tenant to have the shooting, which he let at 8*l.* to 10*l.* a year.	158 0 0	127 0 0
Pentre	30 0 0	Sold in 1872	42 0 0	38 0 0
Ysgubor fawr	18 0 0	Sold in 1859, rent afterwards 22*l.*	27 0 0	24 0 0

Tynybryn in 1852 36*l.*, in 1859 40*l.* after putting some land to it; afterwards 60*l.*, raised in 1873 to 80*l.*, after enclosing a part of it as a rabbit warren 60*l.*, now 57*l.*

	1845.	1849.	1853.	1876.	Now.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Llwyniolyn	27 0 0	31 0 0	34 0 0	38 0 0	35 0 0
Cwmonen	—	35 0 0	—	39 0 0	37 0 0
Rhyd Ellis	—	13 0 0	—	20 0 0	20 0 0
Ty hen	12 0 0	16 0 0	—	25 0 0	23 0 0
	1853.				
Pen y bryn	27 0 0	31 0 0	—	37 0 0	32 0 0
Erwfeirig	—	—	—	23 0 0	21 0 0

Rents of most of these farms were raised before any new buildings were made. Rents have been raised from the year 1852 to 1888 50 per cent., after 1888 have been reduced 15½ per cent."

Statement continued:

"Permanent reductions varying from 10 per cent. to 20 per cent. were made in the year 1888, as the above cases show, on the Rhiwlas estate. On the Palé estate permanent reductions have been made in some cases. Previous to the reductions on both these estates small returns of 10 per cent. had been made in the rent in 1881, 1886, and 1887. On Palé estate 15 per cent. has been returned out of the last two rents. The farms had their rents generally raised on the valuation of the estate by Mr. Jenkins of Plas y Ward (now Bryn Celyn) near Ruthin. No valuation was made on the Rhiwlas estate before the reductions; but on the Palé estate in cases of reduction a valuation was made by Mr. Thomas Jones, Brynmelyn, Llandderfel. The change of rents and the reductions made were of course due to the fall in prices, and the difficulty farmers had to meet their liabilities. The rents are paid within three months after they fall due. *Tithe:* Since the tithe agitation the tithe has been paid by the landlord on the Rhiwlas estate. Land tax and house duties and local rates are paid by tenant. The income tax is paid by the landlord."

"Taxes have gone up considerably.

"Wages have gone up about 150 per cent. to 200 per cent. in the last 50 years.

"Of late years wool has gone down about 100 per cent.

"Of late years sheep have gone down about 100 per cent.

"Of late years store cattle from 40 to 60 per cent.

"Of late years horses about 25 per cent.

"Pigs very changeable; fetch good prices now.

"The chief grievances on the Palé and Rhiwlas estate are high rents and trespass from game, especially on farms close to the coverts, and buildings in many cases on the Rhiwlas estate are poor."

"With regard to Tynybryn Farm, mentioned in the list of farms, I may say that my father, Meredith Evans, was the tenant, and after his death my mother succeeded him, and she married again, and her second husband, Robert Daniel, became tenant, and he was not on very good terms with the agent, Frank Parmeter; and in consequence it is our opinion that on his death my mother's rent, who then became tenant for the second time, was raised from 60*l.* to 80*l.* We want a good Land Bill, which will contain fair rent, security of tenure, and full compensation for all improvements by means, of course, of a Land Court, and the disestablishment and disendowment of the Church in order that part of the tithe should go towards the local rates."

Mr. *Grove.*

16,587A. You stated in your evidence that leases are not asked for because it is feared that the rents would not be so reasonable. What do you mean by that exactly?—We would not get the rents on favourable terms to cover bad times.

16,588. Is it from any intimation you have had to that effect, or is it because you fear it in your own minds?—We fear it.

16,589. We have been told that leases would be granted readily to any of the tenant farmers who asked for them?—Yes.

16,590. That is what we have been told generally?—That is the first time we have heard about it.

16,591. I take it then that applications for leases have not been made?—No.

16,592. Because of that fear that is in your mind?—Yes.

16,593. But if you went to the landlord, and he granted you a lease on the same conditions that you now hold under, you would be satisfied in some cases to take it, I suppose?—We want something besides security of tenure.

16,594. Yes, I understand all those points. Then you speak of extra services rendered by tenants, in your evidence. What do you mean by those extra services?—There is a clause in the agreement that the tenant is to do a certain amount of work for the landlord besides rent.

16,595. But are those extra services that you speak of shown in the agreement itself?—Yes.

Mr. *Richard Jones.*

16,596. Is this clause in the agreement enforced, that you are not to take more than two

Mr. *Richard Jones*—continued.

white crops in succession on the same field?—No.

16,597. It is not enforced?—No.

16,598. But if you break it, what is the consequence?—We get no compensation.

16,599. That is, if you made a claim for compensation under the agreement, or under the Agricultural Holdings Act?—It is under the agreement. They have contracted themselves out of the Agricultural Holdings Act.

16,600. So that you are allowed freedom of cropping, and yet there is a penalty attached to it?—Yes.

16,601. You say that these extra services that have to be rendered are a hardship on the tenant?—I think so.

16,602. Do you think that if the landlord demanded six days' services, the tenant would agree to it?—Oh, yes.

16,603. Because he does not feel himself strong enough to make favourable terms?—Yes.

16,604. You say that the tenant pays the local rates and the house duty. Do you know of any case where the tenant pays house duty?—He pays house duty on some houses on the Rhiwlas estate.

16,605. Are there any houses on the Rhiwlas estate where house duty is paid?—Farmhouses?

16,606. Yes?—I know of only one.

16,607. Only one?—Well, in the district that I come to give evidence for.

16,608. What is the name of that?—Brynbannon.

Chairman.

16,609. Several questions are handed up. One by Mr. Vincent—"Did you hear Mr. Price "say that 100,000*l.* had been spent on repairs "and improvements on the estate in 30 years?—No, I was not in the room then.

16,610. "If that is the case, do you suggest "that he has received any adequate return for "this money? Can you answer than question?—Well, I did not hear the first statement.

16,611. "Do you think if there was a Land "Court he would spend a farthing on his "estate"?—We hope every landlord would.

Chairman—continued.

16,612. You hope he would?—Yes.

16,613. Another question by Mr. Vincent—"You say that the clause in Mr. Price's agree-"ment as to two white crops is harsh because it "is impracticable?" That is what you said?—Yes.

16,614. "Why was it impracticable"?—The district where I am giving evidence for is highland farms, and they plough a good deal for the sake of the straw and so on, and green crops are of very little service on many upland farms. So if we were to give artificial seeds in the ground, after the second crop it would not be in a suitable condition; it requires a third crop to make it in a proper condition to put the seed down.

16,615. "Can you mention any cases in "which the restrictive or penal clauses have "been enforced?"—No.

16,616. Then a question by Mr. Price—"Would you take a lease of your farm at your "present rent?"—No.

16,617. You would not?—No.

16,618. Another question by Mr. Price—"The house duty you referred to is paid upon "Branyannon, which is let as a lodging-house, "is it not?"—It is a farmhouse.

16,619. It is a farmhouse, but is it not let as a lodging-house?—Well, it is the rule in the country when they can get strangers to come, to let a room or two to them, and they do that.

16,620. They let a room or two in the season?—Yes.

16,621. Then a question by Mr. Owen Wynne "Do you consider it good farming to take more "than two white straw crops in succession off "the same land"—I do, on upland farms. We cut a good deal of rough land—waste land—up; we cannot have it in proper condition to put seeds in.

Mr. *Richard Jones.*

16,622. That is if you manure it of course?—Of course. You might put in five or six, with plenty of manure into it.

16,623. With virgin soil?—Yes.

The witness withdrew.

Mr. JOHN JONES called and examined through an Interpreter.

See previous evidence, 16,161–64.

16,623A. The following statement of the witness was read:—

"Evidence of Mr. John Jones, Bala, formerly tenant farmer. Chosen by a number of Rhiwlas estate tenants to appear before the Commissioners.

"Evidence refers to farms on Rhiwlas estate, also personal evidence as to occupation of farm on Bodweni estate and farm on Rhiwlas estate.

"Some farmers in this district (Penllyn) complain that landlords employ agents who are ignorant about land and tillage. They have never had any connexion with farming, nor any experience whatever of land agencies prior to their appointment. These are small tradesmen, who have by some means or other got into favour with the landlords. They do not acquaint the landlord with the grievances of the farmer. Such is the case with building particularly. I know one farmer who put in his complaint more than a year ago, and has nothing, though the buildings are in a most unsatisfactory state. The roof of the house is so bad that the sky is visible through it in most parts The barn is in a similar condition, and the rain coming through greatly damages the crops. The cowshed is altogether unfit, and it may, any day, bury the animals under ruin. The farmer is a Welshman who does not understand English, and the landlord and chief agent are Englishmen, who do not know Welsh. The Rhiwlas estate has for a long time been suffering from this same dis-

advantage of difference of languages. Mr. Price, the landlord, who himself does not know Welsh, has had four agents during the last thirty years, three of whom were utterly ignorant of the Welsh language. This was unfair, as most of the tenants are monoglot Welshmen. An incident occurred on this estate some years ago, which shows that neither landlord nor agent cared much about hearing the grievance of the tenants. A number of the tenants joined and signed a petition to the landlord, praying for abatement the following rent day. The response was, five per cent. returned to the petitioners, and ten per cent. to those of the tenants whose names did not appear to the petition. Some of these foreign agents seem to be equally foreign to the well-being of farm and farmer. Evidently, they knew not much about the value of land. They would ask 200*l.* for a farm, and then let it for 140*l.* But it is a well-known fact that land is not let by the actual value, but to the highest bidder.

"*Rent.*

"As a rule the rent is fixed at a gross sum; in many cases the tenant has no idea how many acres his farm consists of.

"There is no uniformity in the rent of land of a similar character on the same estate.

"Generally one may say that small farms are much more highly rented than large farms; one might almost say that the rent per acre is generally very much higher.

"The right of pasturage for sheep is calculated on the amount of rent levied on the Rhiwlas estate. When a farmer gives up the pastures his rent is proportionately reduced. On the Bryn-pader farm the rent was raised on a common.

"*Re-valuation of Estate.*

"In 1876 a re-valuation of the estate was made by Mr. Jenkins, of Plas-y-ward, Ruthin. After this valuation the rents were raised and in some cases 25 per cent. However, I understood from Mr. Jenkins that in some cases where he has valued a farm at less than the old rent that the rents were increased, and in a large number of cases the rents were raised to a considerably higher figure than his valuation. The effect of this re-valuation has been disastrous to many of the tenants on the estate. For years now many tenants have had to keep all their children at home hard at work, but have been unable to pay them any wages. In other cases tenants have been compelled to give up their farms, leaving their capital invested in them. I would mention the following instance of the way rents have been raised on the Rhiwlas estate. They are farms taken at random from various parts of the estate:— See 16,320–29.

Parish.	Name of Farm.	Rent in 1870.	Rent in 1877 after Re-valuation.	Rent in 1892.
		£	£	£
Llanfair - -	Gloig - - -	35	40	29
„ - -	Tynycelyn - -	45	57	36
Llanycil - -	Maesytail - -	65	74	67
Llanfair - -	Pentre cwmtirmynach -	70	124	114
„ - -	Tyllwyd - -	40	53	48
„ - -	Wernfawr - -	50	72	57

"In the case of Gloig and Tynycelyn the tenants failed to pay their rents after the increase and had to leave. They were distrained on.

"In the year 1880 I took a farm belonging to the late Mr. W. Price Jones, Bodweni Llandderfel, called Hafod Ucha, Calettwr, in the parish of Llanfor. The rent was 60*l.* The previous tenant paid 54*l.* When I entered the land was in a very poor state, the walls in many places down, no gates, and the buildings in a very bad condition. In March 1881 I signed an agreement between Mr. E. R. Jenkins, who came into the property upon the death of Mr. Price Jones. I refused to sign the agreement until I was promised that the walls should be put up and gates placed between the fields. This promise however, was never performed, and in the year 1883 I gave notice. At this time Mr. Jenkins was abroad and when my notice expired there was no tenant forthcoming. Mr. Jenkins, of Plas-y-ward, Ruthin, my landlord's father, came over to see me, and went over the farm, and eventually relet it to me for 30*l.* a year. When my landlord returned he gave me notice to quit as I was unwilling to pay a higher rent than 30*l.* During my tenancy I had made various improvements, such as making a new loft in the stable, rebuilding walls between the mountain and the farm, reflooring the house with stones which I paid for and carted myself, and I have ever failed to get any compensation. I suffered a good deal from the mountain grouse coming on to the farm. Several of the other tenants were compensated for the damage caused by the grouse.

See 16,832. "In the year 1885 I took a farm called Tynycelyn farm, from Mr. Edward Watkin the agent on the Rhiwlas estate. The rent was 48*l.*, or 2*l.* less than my predecessor paid. He had become a bankrupt, and when I entered I undertook to pay Mr. Price 80*l.*, which was the amount he owed him. One thing which he said had ruined him was the game nuisance, and very soon after I went there I made a wire fence round part of my fields so as to protect myself against the rabbits.

"During the years I was at Tynycelyn I lost two dogs and nine cats, with the result that the rats increased to an enormous extent. Traps were always being set in the woods, and animals strayed into these. I found three of my sheep dead, having been caught in the traps. I warned my successor of the danger in connexion with the traps, and he found two half-starved sheep in the traps, which subsequently died.

"On the Trebenmaen part of the Rhiwlas estate the Ground Game Act has been of very little good. By that Act we can only kill them on our own land, whereas the woods around and in the middle of the farms swarm with rabbits, and it is from these that we suffer most. Further, Mr. Price has always objected to our shooting them.

"Another cause of loss to the Rhiwlas tenants is the way in which pheasants are scattered through the woods on the estate. They are reared, in the first instance, near the Hall, and then farmers are paid so much for their crops, and afterwards they are taken to the various woods. From there they get over the cornfields and the potato fields, and cause considerable damage. Farmers are complaining very much of damage so caused at the present time, and also complain of the keepers. A keeper shot a bitch as late as the 22nd of last month, September.

"In September 1886 I gave notice, but as no tenant was forthcoming, I stayed on till 1888. In 1888 I re-took the farm, and signed an agreement. The rent was then reduced to 44*l.* In the following September I gave notice, as I was unable to pay my way. It was let to another person, the rent being reduced to 36*l.*, and he being promised certain repairs and a fence. He has received the fence, but I understand that the other repairs have not been carried out. I left in March 1889, and have since then been working as a labourer upon various farms in the district.

"A tenant of the Rhiwlas estate, whose name I am prepared to give, related to me the following."

Chairman.

See 16,382, *re* Cwm-Mein. 16,624. Will you give us the name, if you please?—I object to give the name, because he is afraid of Mr. Price. The agreement has been put in with the evidence, and his name appears on the agreement.

16,625. Here are several agreements (*handing a bundle*), will you pick out the one you refer to?—Will you look at those (*selecting two agreements*)?

Chairman—continued.

[Statement continued.]

"In the year 1868 he rented a farm of 464 acres on that estate; rent 140*l.*, yearly tenancy. He was promised a new cowhouse, a shepherd's house, and a new road on the mountain to the farmhouse. He remained there 20 years, but none of the promised improvements were carried out. In the year 1870 his rent was reduced 12*l.* 10*s.* 0*d.*, as he gave up the pasturage for 300 sheep. In the year 1876 the rent was raised 37*l.* 10*s.* 0*d.* In the year 1883 he gave notice, and asked for 40*l.* reduction in the rent, but failed to get more than 15*l.* In 1888 he left the farm, being quite unable to continue. While on this farm he carried out a number of improvements, such as draining, raising stones for new walls, making new fences. This he did entirely at his own expense, and when leaving he received no compensation for his improvements. When he entered upon the farm in 1868 it was known to be in a wretched condition.

"I know a tenant on the Rhiwlas estate, whose evidence I can give who, implored me not to mention his name, as he feared his landlord, and that from such evidence his landlord would be able to discover who he was."

16,626. You decline to give us the name of that tenant?—I have bound myself not to give the name of the tenant. I have promised him.

16,627. What is the amount of the rent?—140*l.*

16,628. We are told that the name is generally known in the room. Will you give his name?—The agreement says——

Mr. *Richard Jones.*

16,629. According to these two agreements that you have handed up, the rent in one case is 165*l.* and in the other 135*l.* Neither one is at 140*l.* a year?—I want to keep my word, but I give you permission to name him.

Chairman.

We do not want to press for the name, but if the name is not given the evidence will be taken simply for what it is worth.

Mr. *Richard Jones.*

16,630. In the evidence you say you paid 80*l.* to Mr. Price upon entry into your farm. What was that 80*l.* for?—The debt of the previous farmer who had become bankrupt.

16,631. Why should you pay the debt of the former tenant?—I received the crops instead of it.

16,632. How was this sum assessed or fixed. Was it assessed by valuation or did you take it at Mr. Price's valuation?—The crop and the sheep were greater than that.

16,633. So that there was a proper valuation made between the incoming tenant and the outgoing tenant?—Yes.

Chairman.

A communication has been passed up to me from Mr. Price. He wishes it to be known that no tenant of his has any reason to shrink from coming forward to give any evidence he pleases. Mr. Price also adds that he has invited six of his principal tenants, already, to give evidence before the Commission if they will.

[This announcement was also made in Welsh.]

Mr. *Richard Jones.*

16,634. You say that a keeper on Mr. Price's estate shot the bitch of a tenant as late as the 22nd of last September?—Yes.

16,635. Will you mention the name of the keeper?—I cannot give it, but we call him "Robin Nansi Llwyd"—Robin, the son of Nancy Lloyd.

16,636. Do you know if this keeper went to the tenant and asked him to hush the matter up in view of this inquiry?—So I heard.

16,637. From whom did you hear it?—From the tenant himself.

16,638. You say that on the Rhiwlas estate the farms are let to the highest bidder. When you became a tenant, could you tell us what was the course taken with you. Were you told to go and walk the farm, and make your bid?—No.

16,639. Then how are you able to state that the farms are let to the highest bidder?—I can only say that when I left the farm the highest bidder got it.

16,640. Were they treating along with other persons at the same time?—Yes, they were.

16,641. And those walking the farm?—Yes.

16,642. And each made his bid?—I do not know.

Mr. *Grove.*

16,643. You spoke of damage done by grouse to the farms near to the mountain, and you said that some of the farmers received compensation, but that you did not?—They were not under the same landlord as I was.

16,644. Did you ask for compensation when you had that damage?—Yes.

16,645. And did you get it?—No.

16,646. What reason was given?—That is what he said—that the reason why the other landlord gave compensation was because he wanted their vote to go into Parliament.

Professor *Rhŷs.*

16,647. Who was he?—Sir Henry Robertson of Palé.

Chairman.

I should like to say a word upon this witness's statement, as to tenants being afraid to come forward to give evidence. I have had to speak on this subject before, and I said then what I say now. We do not for one moment think that any landlords would be hard on their tenants if they came forward to give evidence; but we cannot shut our eyes to the fact that there is a sort of belief that that might happen. We do not think that any of the landlords would do such a thing; but it cannot be too widely known, and I repeat it again here, that we are perfectly unanimous, and have made up our minds on this point, that if any solitary case of intimidation or threatening of witnesses comes before us we shall not hesitate for one single instant in putting the power that the law has placed in our hands into force.

[This announcement was also made in Welsh.]

Mr. *Richard Jones.*

16,648. When you started farming on the Rhiwlas estate, I take it you had a certain amount of capital?—Oh, yes.

16,649. And you are now reduced to the condition of a labourer?—I chose that.

16,650. Because it was more profitable than farming?—I was losing money by farming.

Chairman.

16,651. Here is a question put in by Mr. Vincent—"Can you specify any cases in which "a farm has been let to the highest bidder?"—Yes, there is the farm which I left; that was one.

Professor *Rhŷs.*

16,652. You mentioned that before?—Yes. Then there is Gloig.

Chairman.

16,653. Another question by Mr. Vincent—"In each case will you say how you know that "the farm was let to the highest bidder?"—The tenant had offered that figure, but they were higher.

16,654. "How many farms have you held in "the course of your life?"—Only two.

16,655. "Did you ever make any claim in "respect of the sheep you say were killed in "traps?"—No, I did not.

16,656. "Was not Tynycelyn offered to you "at precisely the same rent as that at which "the next tenant took it?"—Yes, but I had made a sale, and had distributed my things.

16,657. Then I have some questions by Mr. Price—"Does the present agent of the "Rhiwlas estate speak Welsh or English best?—He can speak Welsh as well as he can speak English.

16,658. "Will you name the 'ignorant' agents "you complain of?"—Yes, I can.

Chairman.

Does Mr. Price wish the names put in?

Mr. *R. J. L. Price.*

I should like the names if he will give them generally—mine or anybody else's. I understood him to say that the agents generally in this part of the world were ignorant. He did not say ignorant of the Welsh language; he said "ignorant."

Chairman.

16,659. (*To the Witness.*) Will you give the names?—One especially is Mr. Armstrong, the agent of Sir Henry Robertson, of Palé.

16,660. What was Mr. Armstrong before he came agent?

Mr. *D. Jones.*—He is private secretary. He is not an agent at all.

Chairman.

Order, order. Any questions to be put to the witness must be handed in to the Chair; no one must speak from the body of the hall.

16,661. What was Mr. Armstrong before he became an agent?—Private secretary or secretary, I think.

Mr. *Richard Jones.*

16,662. To whom?—To Sir Henry Robertson.

16,663. What was he before he became private secretary?—I do not know.

Chairman.

16,664. Have you any more names?—And there are other Welshmen who do not know enough about land. There is one, a confectioner, in Bala. here.

Professor *Rhŷs.*

16,665. Do you mean that the confectioner is an agent?—Yes, he is.

16,666. On what estate?—Mrs. Jones, of Maes y rhedyn.

16,667. Is that a large estate?—No, it is not a very large estate.

Mr. *Richard Jones.*

16,668. I have some other questions put in by Mr. Price: "Was not 1000*l* spent on new "buildings on Cwm mein, the farm referred to?"—I do not know; he knows that.

16,669. "Is not Robert Williams, the late "tenant of Cwm mein Mill, a Rhiwlas tenant?"—Yes.

16,670. Then there is a question by Mr. Vincent: "Mrs. Hughes, of Maesyrhedyn, has not "more than four farms at the most, has she?"—Yes, a little like that she has got.

16,671. Then a question is put in by Mr. D. Jones: "Do you know that Mr. Armstrong is "only a private secretary?"—He is now regarded as an agent upon the estate of Sir Henry Robertson.

Mr. *Grove.*

16,672. Does he act as an agent?—He has been.

Chairman.

16,673. Then I have some questions put by Mr. William Buckley: "As regards the complaint "of the damage done by grouse, will you state "what amount of damage was done and how?"—There is a good deal of loss, but it would have been scores of pounds only that I was there on Sunday and on a holiday and on working days for six weeks.

16,674. "You stated that Mr. E. R. Jenkins "was abroad, and that Mr. Jenkins, senior, of "Plas yn Ward, came over and reduced the rent "to 30*l*., also that subsequently Mr. E. R. "Jenkins on his return home gave a notice to "quit. Why was that?"—Because his father had let it too low.

16,675. "Is it not true that you were served "with notice on account of your bad farming "and lazy habits and allowing the farm to "become impoverished?"—No, it is not. There are witnesses who can show that I improved the farm very much.

16,676. Are any of those witnesses in the room?—Yes, there is one.

16,677. Who is it?—Edward Edwards, of Maes yr fallen. He is here.

Re-e
min
16,6

The witness withdrew.

See previous evidence, 7229–7319.

Mr. EDWARD EDWARDS called and examined through an interpreter.

Chairman.

16,678. You are acquainted with Mr. John Jones?—Yes.

16,679. Can you talk English?—No, I speak Welsh better.

16,680. How long have you known him?—I have known him about 30 years.

16,681. Do you consider him a good farmer?—Well, he made an improvement on that farm, considering the condition it was in before he went there.

16,682. You consider that he is a good farmer, and that he does his land in a husbandlike manner?—Yes, I consider that he does so, and that whilst he was there he improved the farm. That farm was allowed to run by the former tenant greatly before Mr. John Jones went there.

Chairman—continued.

16,683. Was the condition of the farm better or worse when Mr. Jones left it?—It was better.

Professor *Rhŷs.*

16,684. Much?—I do not say that it was much better, but it was better.

The witness withdrew.

Mr. JOHN JONES recalled and further examined through an Interpreter.

Chairman.

16,685. I have two more questions by Mr. Vincent. The first is about the ignorant agents, "What real agent can you name who is igno- "rant?"—There are two; that is there have been. One is the confectioner; then Mr. Schoon, the first agent.

16,686. On whose estate?—On Mr. Price's estate.

16,687. What was he before he was agent?—I do not know.

16,688. Another question by Mr. Vincent is, "What has Mr. Armstrong done as agent?"—I do not think he has done anything.

Chairman—continued.

16,689. Then I have a question by Mr. William Darley: "Is it not true that you inter- "fered with the grouse shooting?"—There?

16,690. Yes?—At Hafoducha.

16,691. On the Bodweni estate?—Yes. I pushed Mr. Jenkins away from the corn when he was shooting there—in the stoups of the corn.

16,692. Then a question by Mr. Vincent: "Do "you know that Mr. Schoon came with recom- "mendations as agent from Mr. Sandbach, of "Hafodunos, to Mr. Price?"—He proved that he did not know the value of land.

See 17,54

The witness withdrew.

Chairman.

It has been stated to me that the Interpreter in translating into Welsh the announcement I made a short time ago stated, "That the Commission would "enforce the law against any landlord." What I said was that the Commission would enforce the law against any landlord or any other person. The Interpreter will kindly make that clear.

The Interpreter made a corrected announcement in the Welsh language.

Chairman—continued.

Mr. JOHN JONES called and examined through an interpreter.

The following statement of the witness was read:—

"Evidence of Mr. John Jones of Berthlafar, Bala.

"I am a tenant farmer to R. J. L. Price, Esq., Rhiwlas. My tenancy began about 21 years ago on an upland farm called Rhydyfen, halfway between Bala and Festiniog. I worked very hard and spent a great deal of money in improving the farm by making fences, opening water courses, and building mostly hay sheds. About five years ago, owing to the health of my wife and seeing myself getting old, I made up my mind to get a farm in a lower climate and took a small farm in the Vale of Clwyd. Mr. Price and his son were very unwilling for me to leave the estate and offered me a farm called Berthlafar, about a mile and a half from this town. I had this farm in a most wretched state, the hedges and fences completely out of order, and some of the land was exhausted and very dirty. Since I have taken this farm I have been losing money very fast owing to the bad state of trade and very high wages. I hope some remedy will come soon or I shall be obliged to leave it again."

Chairman.

16,693. Is that your statement and is it correct?—Yes.

Professor *Rhŷs.*

16,694. What remedy do you expect?—It is very difficult to know what remedy is to be expected.

Professor *Rhŷs*—continued.

16,695. What are you thinking of. I suppose you have got some idea in your mind about a remedy?—To equalise rates is one thing.

16,696. Will you explain a little further what you mean?—There are too many rates on the land, and I should think it would be fairer to put them on property rather than on land. I pay 300*l.* rent and I am obliged to pay rates accordingly, whereas people who are equally well off live in a house with a rent of 50*l.* and pay rates accordingly.

16,697. What else were you thinking of?—Railway rates.

16,698. What do you think of railway rates about here?—That they are high, very high. They are higher this year than last year. I am obliged to pay 4*s.* more this year than last year for a truck taken something like 19 miles.

16,699. Do the high rates charged by the railways oblige you to keep more horses?—Not altogether for that reason.

16,700. But in other ways you have to pay too much you think?—A cattle dealer buys the cattle and knows the cost of conveying them and so we are obliged to sell them to correspond to that expense.

16,701. You mean that practically the fare of these animals is deducted from the price you ought to have?—Yes.

Mr. *Grove.*

16,702. Your present rent is 300*l.* a year I think you say?—In two farms, one in the Vale of Clwyd and one here.

16,703. Both owned by the same landlord?—No.

Mr. *Grove*—continued.

16,704. What acreage have you for the 300*l.* a year?—159 acres and 134 acres.

16,705. That is 293 acres. Is it mixed land. Is there much waste land about it or is it pretty fair land?—Pretty fair land.

16,706. It was in bad condition when you took it?—Yes.

16,707. Did you take it at a low rental, because it was in a bad condition?—No, I could not get it.

16,708. Was the rent a matter of bargain between you and the landlord when you went in?—Yes, the landlord said that the rental was to be as it was before.

16,709. Although the condition of the farm was very bad?—Yes.

16,710. Just one word as to the question of railway rates. You say that you pay more now than you did before for taking a truck 19 miles?—Yes.

16,711. What does the truck contain?—Cattle or sheep, or anything else.

16,712. A certain number of cattle of course, put into the truck?—According to the size of the truck.

16,713. Do you know whether the railway company charge you more than they are entitled to charge by Act of Parliament?—No, I do not know.

16,714. But it is more than it was, say 18 months ago?—Yes.

16,715. How much more?—4*s.* for the distance.

16,716. For the full truck?—A drover was allowed carriage free before. Now we have to pay for the man with the stock.

16,717. But the truck was full was it; or was it half full?—It was full.

16,718. Where were they from, and where were they to?—From Bala to Nantclwyd.

Professor *Rhŷs.*

16,719. That would be on two different lines by the way?—Yes.

Mr. *Richard Jones.*

16,720. You hold two farms at present?—Yes.

16,721. Are they both under the same landlord?—No.

16,722. Under different landlords?—Different.

16,723. What is the size and what is the rent of Berthlafar?—159 acres, 200*l.*

16,724. Is the grass of Berthlafar good enough to fatten cattle without giving them artificial food?—Well, it is good enough to fatten sheep and lambs and it is good enough to fatten cattle if you do not put too many on the land.

16,725. You say that you had this farm in a wretched state?—Yes.

16,726. What was the previous rent?—200*l.* as far as I know.

16,727. And yet you took the farm at 200*l.*, although it had been worked out?—Yes.

Mr. *Richard Jones*—continued.

16,728. Was there no allowance made to you on account of the condition of the farm; no promised allowance made to you in any way by the landlord on account of the condition of the farm?—I had materials for making up the fences and other things; no allowance in money.

16,729. I think you say you spent a lot of money on buildings in the farm that you occupied previously?—Yes, I did.

16,730. Now, Mr. Price in his statement this morning said that he did all the improvements and that the tenant did nothing, only the fences. That statement is not true as far as your case is concerned?—Well, it is true as far as this. Mr. Price paid me 55*l.* when I was leaving for what I had done.

16,731. Did you consider that adequate; did you consider that sufficient?—I only asked him 4*l.* more.

16,732. What induced you to let off the 4*l* more. What made you let that 4*l.* go?—I consider the 55*l.* a good deal more than I expected.

16,733. You say you are losing money now on this place?—Yes, I do.

16,734. Why do you not give it up?—I expect better times.

16,735. And then when better times come you will stick on in order to get money to pay for the losses you are now suffering?—Yes, and try to make something besides.

Chairman.

16,736. There are several questions by Mr Vincent: "Did you receive 87*l.* compensation "on leaving the upland farm?"—No, I received 55*l.*

16,737. "Was a new house built for you at Berthlafar?"—Yes.

16,738. Then I have two questions by Mr. Edward Edwards: "Did you take Berthlafar in "the month of June before the old tenant had "notice to quit?"—I did not.

16,739. "Did you not tell one of your servants "at Rhydyfen during the hay-harvest that you "had taken Berthlafar?"—I did not.

16,740. Then a question by Mr. Owen Wynne: "Do you think a Land Court would be satisfac-"tory, or do you think it best to leave matters "to be settled between landlord and tenant?" —Well, I do not profess to understand much about the Land Court, but, as far as I do, I do not believe in it.

Mr. *Grove.*

16,741. What is your idea of a Land Court then, because that is an important answer rather, if we are to attach any significance to it at all?—My opinion is that a Land Court would kill all sympathies and interests between the landlord and his tenant.

16,742. But if there were a Land Court provided, would you not allow the landlord and the tenant to first of all try to come to an agree-

Mr. *Grove*—continued.

ment between themselves before they went to the Land Court?—Well, I do not understand what the Land Court is.

16,743. It would be something to fall back upon if they could not agree with each other?—I am quite in favour of every tenant having full security for his improvements, but I think the landlord and the tenant ought to have a clear understanding, before beginning, what is a permanent improvement.

16,744. Yes, that is very probable, and the Land Court would be arranged, no doubt, to give that. Would you consider that a Land Court ought to have anything to do with fixity of tenure?—Well, if a man would look after his farm well, I consider he ought to have security for his improvements before beginning, and that would be enough for me for a security of tenure.

16,745. Then would you be prepared to spend money in improvements even on a yearly tenancy?—Yes, on the security that I should be repaid if something happened for me to leave.

16,746. You would like a Land Court to say what would be a fair rent. Supposing that a landlord and a tenant could not agree, you would like a Land Court to say: "Now, that "farm is worth so much a year, that is the fair "thing between both"?—Well, I do not know what to say on that. I think the tenant and the landlord ought to be able to agree themselves.

16,747. And in the case of a good landlord you think that might be brought about?—Yes.

16,748. But in the case of a bad landlord what would you say then?—Have a law to punish him.

Mr. *Richard Jones.*

16,749. You say that you are losing money on your farm at present?—Yes.

16,750. And that you are dissatisfied with your position?—Yes, as far as the trade goes and wages.

Mr. *Richard Jones*—continued.

16,751. If you are dissatisfied, why do not you go and settle your difference along with your landlord instead of coming to the court here to state your case?—Well, I state my case here to try to get some remedy—to get things remedied.

16,752. Have you any remedy to suggest?—Only what I have suggested.

16,753. What was it?—The equalisation of rates, and the reduction of railway rates, and so on, and another thing, I think, they are keeping too many officers a great deal, paying high wages for a great number of people.

Mr. *Richard Jones.*

Those are only like a pill for an earthquake, I am afraid.

Chairman.

16,754. Then I have some questions by Mr. Llewellyn Jones: "Were you farm bailiff at "Rhiwlas for years?"—Yes, I was.

16,755. "Have you ever expressed to anyone "your opinion that there was urgent necessity "for a Land Bill for Wales?"—No, I never bothered my head with it.

16,756. You never have?—No.

16,757. "How much reduction would you "expect to get from any change in the inci-"dences of rates?"—Well, I do not profess to understand the matter.

16,758. "Do you think that there ought to be "a court to decide between the railways and "the farmers?"—Yes, or the Government should look after it.

16,759. "When you left Rhydyfen did you "receive any compensation for improvements?" —Yes.

16,760. "Do you consider the amount you "received adequate?"—Well, yes; it was within 4*l.* of what I asked, as I said before.

The witness withdrew.

Mr. JOHN LLOYD, called and examined through an interpreter.

The following statement of the witness was read:—

"Evidence of John Lloyd, of Pen-y bryn in the parish of Llandderfel.

"I am a tenant farmer. In the year 1878 I went to Ty issa yn-cwm, a farm in the parish of Cerrigydruidion, belonging to Colonel Mainwaring, of Galltfaeran. The rent was 91*l.* 17*s.* 6*d.*, and, in addition to this, I had to pay the tithe rentcharge. When I rented the farm, the landland promised to put the house and farm-buildings in thorough repair. The house was in a very bad state. In the winter, owing to the state of the roofs, the snow used to collect on the beds. I was there for nine years and did my utmost to get my landlord to make the promised repairs. In the ninth year I gave notice to quit, expecting that in this way I should either get a reduction in the rent or repairs. I was, however, not successful, and had to leave. The succeeding tenant got the place for about 33*l.* less than I had paid for it, and in addition the requisite repairs were made for him. Besides this, the landlord fenced the farm for him also.

"During the time I was at Tyissa I lost fully 300*l.* All my children had to work. A boy of mine only 7 years of age had to do a great deal of work on the farm. Notwithstanding this, it was with great difficulty that I managed to pay my way and clothe my children properly.

"One thing which has been greatly detrimental to agriculture in the district is the manner in which small farms have been consolidated. Thus, about Cwm tir Mynach, the district where I live, I am prepared to make a statement of the names of the farms joined."

Chairman.

See 16,894. 16,761. Is that correct?—Yes.

16,762. How many farms were there?—Three farms have been consolidated, Nantfach, Gwerni, Gydrosucha, and part of Carreg y ddafad added to Gydros, Cae hir, Beudy Groenwen and Beudy isa added to Defaidty.

16,763. When you left your farm were you given any compensation after the nine years?—

Chairman—continued.

10*s.* 6*d.* was given me for building 8 roods of wall.

16,764. How many acres was the farm?—110 acres of enclosed land, besides the mountain.

Mr. *Grove.*

16,765. You spoke of your house being in very bad repair for a number of years. Did the landlord or the agent know that the house was in a very bad condition?—The landlord knew.

16,766. Did he come and see it himself?—Many times.

16,767. How long was it allowed to remain in that condition after the landlord knew the state of it?—Until I left the place.

The witness withdrew.

Mr. THOMAS F. ROWLANDS called and examined through an interpreter.

16,767*a.* The following statement of the witness was read by the interpreter:—

See 7038. "Evidence of Thomas F. Rowlands, of Werglodd-ddu, Llanuwchllyn.

"I became tenant of Werglodd-ddu towards the end of 1874. The annual rent before my coming there was 29*l.*, which was considered too high, and the previous tenant declares that he lost money on the farm. My rent of the farm was raised to 38*l.* The house and all the buildings were in a thoroughly bad condition. The advance in the rent before mentioned was made on the condition that the building should commence in two years, but 10 years elapsed before they commenced building, and this delay had causesd me many losses. Besides, I had to hire a man and a horse for nearly a year to haul towards building, which I consider cost me from 50*l.* to 60*l.* I wish to call attention to the fact that I dug around the stones to blast and pull the out of the ground, as well as digging the foundations, which tenants now-a-days are not asked to do.

"2. Improvements on land through draining, pulling down old walls and putting up new ones, putting lime on the land and clearing it, which had been neglected for many years. Taking these things into consideration, I find that I have lost over 200*l.* on this little bit of land during the last 11 years.

"3. I wish to call attention to the opinion of the different agents in connexion with the comparative value of the Werglodd-ddu land and that of the adjoining farm. The old rent of Werglodd-ddu was 29*l.* for 29 acres and 12 poles. The old rent of the adjoining farm of 68 acres was 33*l.* 4*s.* for 68 acres. According to the opinions of Mr. O. S. Wynne and Mr. John Williams of Gwernhefin, the fair rent of Werglodd-ddu was 38*l.*, and that of the adjoining farm 44*l.* According to the opinions of Colonel Hughes and Mr. William Morris, 38*l.* would at present be a fair rent for Werglodd-ddu, and 26*l.* for the adjoining farm. It will be noticed that the two farms remain the same in extent as at first.

See 7965 16,796.

"4. I can mention one instance out of many I could give, which shows the difference in rent per acre between small and large farms of the same nature. Werglodd-ddu is 29 acres, and nearly 27*s.* an acre; Caergai, a farm of 197 acres close by, is 15*s.* and something over, together with a good mountain, serving as a sheep walk for a great number of sheep, while there is no sheepwalk in connexion with Werglodd-ddu. Another matter which considerably lessens the comparative value of this farm is that there is no water anywhere on the land during the dry seasons. And further, I built, about 16 years ago, a hay shed, which cost me over 16*l.*

"5. Under the above circumstances I have fervently asked for a reduction in the rent for nearly three years; but in the summer of 1892 Colonel Hughes and Mr. William Morris came to value my farm, and I was for a good long time before hearing from them. In consequence of the delay I went to Mr. William Morris and asked whether my rent was to be reduced, and he replied that it was not. Early this summer I spoke with Colonel Hughes, and pressed him for a reduction. The only reason he gave me for not reducing the rent was that 'I was a 'friend of Mr. John Williams' (the late agent) 'and that I ought to go to him to ask for a re-'duction, instead of putting them in "that hole."' I again went to Mr. William Morris (the sub-agent) and told him I had approached him for the last time on the subject of the rent, but I did not receive a satisfactory reply. I then said I would take another course, and on the 30th of August I went to Sir Watkin to place my grievances before him, when he gave me a kind and gentlemanly reception. He was unable to understand why my rent was so raised unless a new house had been built for me."

The witness then explained in the next paragraphs of his statement which were ruled to be inadmissible in evidence the state of education in the parish, and the prominent position which he took in opposing a certain committee of which, according to his evidence, the agents approved. He says:—

"It will be understood I was one of the foremost to protest against their plans, and in con-

sequence I am under the impression that that is the reason why the agent refused to reduce my rent."

"I give a list of events which have occurred within the last four years. As the old agents have left this parish, I will give some details, which show how things are carried on under the present agency.

"1. Turning Mr. David Pugh, Tycerrig, Llangower, away from his farm. Mr. Pugh is a Churchman and Conservative, and is now at Henblas, Llwyngwril. Colonel Hughes refused to give the family any reason why he was turning him away from his farm. The tenant cultivated his farm properly, and he had not committed any offence. He was 73 years of age, and the old family had been tenants under Sir Watkin time out of memory, and the tenant's belief was that his daughter came to an early grave in consequence of this eviction.

"2. *Llechweddau.*—I went there to see the house, and I was obliged to bend down as I went in, just as if I was going into a pig-stye. The house had three windows, and those were about 16 inches in length and breadth. I entered the bedroom, which had only room for two beds, with a narrow passage between them. The earthern floor was damp, and when the tenant's mother was ill in her death-bed, it was said the snow covered the bed. As there was no cart road to the house, the body was removed in a drag-car or sledge (*car llysg*). Between three and four years ago the tenant agreed with the sub-agent to the raising of his rent by 5*l.* yearly, instead of his hauling towards building a new house; but he has not had a new house up to now, although he has asked for it each year he paid the rent, which included the 5*l.* yearly increase. Having got tired of hoping for a house, the tenant has decided to leave and has taken another place.

6,791, 92. "3. I wish to call attention to the class receiving farms under the new agency, which commenced five years ago. The following is a list of the names, &c.:—

Pantymarch, Rowland Williams, a son of the tenant of Llechweddystrad, and a Congregationalist.

Tycerrig, William Williams, a son of the tenant of Llechweddystrad, and a Congregationalist. An unmarried man occupying the former home of David Pughe and a family.

Pantyceubren, Rowland Rowlands, a Nonconformist.

Caellwyd, Edward Edwards, a Congregationalist.

Blaenlliwuchaf, Robert Edwards, a Congregationalist.

Froncastell, John Roberts, a Congregationalist.

Lon, Margaret Roberts, a Congregationalist.

Frondro, Thomas Williams, a Congregationalist.

Cerrigllwydion, William Evans, a Nonconformist, &c.

"4. The farms consolidated under the new arrangement are:—

Gwerngrug, joined with Llwyngwern.

Llwyncadi, joined with Eithinfynydd.

Wern, joined with Bryngwyn.

All the tenants are Nonconformists.

"5. Under the present agency a Churchman was turned off to make room for a Nonconformist; but under the old agency, except at the 1859 election, not even a single Nonconformist was turned off in favour of a Churchman without there being a sufficient reason to justify the eviction. Although things were bad enough under the old agency, I believe the dissatisfaction is more general under the new. Those who are partial to the present agency may belong to a class who have received their share very extensively in good favours."

Professor *Rhŷs.*

16,768. Your grievance, so far as I understand it, is that under the present agency on the Wynnstay estate, the tenants who are Churchmen are being cleared out wholesale in order to put in chiefly Independents?—I do not complain of that at all. I simply state that as a fact. I complain of other things.

16,769. Do you complain of the rent amongst other things?—I do.

16,770. And you think that they refused you a reduction in the rent because you took part in an educational dispute in the parish?—I do not know of any other reason. I have not done anything except that.

16,771. And in doing that you were acting in the interests of the parish—or what did you consider you were doing?—For my own benefit, and that of all the parishioners.

16,772. The proceeding which you complain of was the union of the two schools into one, as I understand?—Yes; and especially against the arrangements which were made subsequently.

16,773. I suppose the parishioners had contributed towards the building and maintenance of the schools?—They contributed towards building the British school. I do not known about the other—it was Sir Watkin's school.

16,774. The other was a National school, was it not?—Yes.

16,775. Did you contribute towards both?—No, I did not.

16,776. Towards which did you contribute?—Towards the British school, if I contributed at all. I do not remember.

16,777. You are a Churchman, I think. You did not favour the National school?—I am a Churchman, and I said that I was not opposed to the National school.

16,778. You preferred the British school, and contributed to that?—The other school was Sir Watkin's, and nobody came to ask me for a contribution, therefore there was no necessity to contribute.

16,779. How much, may I ask, was your contribution to the British school?—I gave a shilling every year—I do not know how much more.

Mr. *Grove.*

16,780. Did you give us the average of your farm?—Yes.

Mr. *Grove*—continued.

16,781. What was it?—29 acres odd.

16,782. And the rent?—38*l.* now.

16,783. You spoke about the inequality of rents for land of the same quality, that is, the difference in rents for land very much of the same quality; I want to know where the rent was 1*l.* 7*s* 0*d.* and where it was 15*s.* per acre whether the quality of the land was pretty much the same in each case?—Taking it altogether, I think it was about the same. It would be some better land let at 15*s.*, and a little worse land belonging to the other farm.

Chairman.

16,784. This is a question handed in by Mr. Ivan Davies: "Can the witness give the name "of any Churchman who applied for the farms "named?"—They say that they do not think it worth while to ask for a farm, judging from the way in which they have been treated in the past. These are two letters I wish to put in.

ee 16,793.

[The following letter was translated from the Welsh by the interpreter.]

"Henblas, Llwyngwril, R.S.O.,
Merioneth,
September 30th, 1893.

Mr. Rowlands.

Dear Sir,

David Pughe desires you to be good enough to place his evidence before the Commissioners at Bala next week, as he is old and unable to speak in such a place. As you may not know the details, I am sending you a copy of a letter which we sent to Sir Watkin before we left Ty Cerrig. The answer came to it under the hand of Colonel Hughes shortly and treacherously; also Colonel Hughes refused to behave decently and to listen to our demands. Also, with regard to Mr. Morris, cause he behaved so as to be the cause of loss to us in every way he was able so to be. He promised many things which he did not intend performing. He promised, after giving a notice to leave, that we should have the first offer before our fellow competitors for Ty Cerrig. Further, after that, he promised to pay towards the cost and expense which we had incurred on the land, namely, lime, levelling the soil, and gates, &c., but without pay, and he took no notice of the demand. Two witnesses of this promise are dead. Besides, he was opposed to the produce of the land and the hay being sold, except for a third of its value, which was of benefit to the new tenant, as well as reducing the rent, and wire fencing the boundaries, for a single man; after a family of nine had toiled there for 10 years, and rather than leave the place, offered to pay the rent 12 months in advance. I should be very thankful if you would lay this before them as you deem best, and

Chairman—continued.

keep the letter of Sir Watkin, so that we may have it again.

We are truly and thankfully,
M. E.,
for DAVID PUGHE.

P.S.—We live on land belonging to the Countess de Morella."

The following letter was also read by the interpreter:—

"Tycerrig, Llangower,
Bala, June th, 1890.

Sir Watkin Williams Wynne,

As an old tenant on your estate, I beg your pardon for laying my grievances before you. I was born and brought up at Pentrecogwrn, a farm of Sir Watkin's, having two brothers. After I got married I removed to Penrhyn, a house which stood where Glanllyn Station is now. There we continued to live until the place was required for the convenience of the station. The late Sir Watkin, in Mr. Jones his chief agent's presence, decided to pull down the old house and to rebuild a house for me and my family by the next crossing. My wife then spoke saying, as the children were growing up, she would prefer having a farm for ourselves. Sir Watkin agreed to this, that we were to have the first chance for a vacant farm in the neighbourhood waiting for this. The old house, Pentrecogwrn, was *slightly* repaired for us after waiting for some years, having a message that Ty Cerrig was vacant, and that we were to have the first offer, conditionally we were to take it in the autumn, to buy everything, crop, stock, implements, &c., even the old furniture of the house. The old tenant on leaving the neighbourhood left the place poor. During this last nine years we went to a very heavy expense to improve the farms. Unfortunately by now for security of rent my two brothers had their names as tenants for Ty Cerrig. One of my brothers is now dead, the other living at Pentrepiod having some of my children with him. We have managed to pay our rent at worse time for farmers than now, so I consider it a very hard case for me to be turned out in my old age, and without any accusation, although knowing that I have no legal claim to your land, but still thinking that I have a moral claim. Since I have farmed the place with the idea that I should be allowed to finish my days here, and that my son would be allowed to remain after me, according to the custom of your ancestors for time immemorial. We had notice to leave September 26th. I have tried all means in laying my case before your agents, all quite useless. They say I must leave, although I have nowhere to go, having wife and seven children unmarried, one son 25 years of age. Mr. Williams, Gwenhefin, your late agent, can corroborate the facts that I have

Chairman—continued.

tried feebly to lay before you; he knows all my history. Hoping my case will receive your favourable consideration I humbly beg to be allowed to remain at Ty Cerrig as long as I can keep to Sir Watkin's agreement and pay my rent. I have the honour to be your humble servant.

David Pughe."

Chairman.

16,785. I have only one other question to ask you. Have you any connexion either with Mr. Llewellyn Jones or with Mr. Vincent?—Not at all. My Lord, I feel it my duty to say one thing. I have received information from Sir Watkins Williams Wynn through Mr. Morris, the sub-agent, that he on his own responsibility had made a slight reduction in the rent to meet the improvements which I had made on his land.

Professor *Rhŷs.*

16,786. The letter of the old man David Pughe to Sir Watkin has been read, his copy of it at any rate. What was the answer from Sir Watkin to that letter of David Pughe's?—This letter refers to that, that he had a reply from Colonel Hughes, which was short and treacherous.

16,787. What was the reply?—I do not know. Colonel Hughes knows.

Chairman.

16,788. We must not have that sort of language used about people which cannot be substantiated?—What language is that?

16,789. That language about Colonel Hughes's reply being short and treacherous?—I cannot say anything to that; that is David Pughe's evidence as he has put it in his letter.

16,790. And that is not your language?—No.

The witness withdrew.

Chairman.

As there was a considerable difference of opinion between Mr. Thomas Davies and Colonel Evans Lloyd as to the condition of Y Foel, two of the Commissioners visited the cottage, and they were accompanied by Mr. Davies and by the Colonel as well. Lord Kenyon and Mr. Griffiths on behalf of the Commission visited the cottage and have reported as follows:—

"Ty Newydd or Y Foel.

"We visited this place and found an old single room cottage, built of the rough stone of the country, with a bedroom above containing two beds. The roof is of old slates on somewhat decayed rafters, plastered and apparently now watertight. There are some traces of recent repairs to the slates, the ridge-tiles also having been reset.

"The floor of the bedroom at one end is partially decayed, and needs repair. It gave way under the Commissioners' feet. At the other end it seemed quite sound. A dairy in rear of the house communicated with the living room.

"The cow-house, where a pig also was kept, is attached to the end wall of the cottage. The floor of this is very uneven. In the wall that divides the cowshed and cottage there are several interstices between the stones, into which a stick can be pushed for some distance, in one case clear through the wall, under the slate slab-flooring of the cottage. We set fire to some dry fern and grass, to ascertain whether the smoke would come into the dwelling-house, and found it did not penetrate the wall paper, but escaped through the front wall of the house near the door frame. Possibly this may account for the smell. This wall, which is no thin partition, but is fully two feet thick, has, on the cottage side, been re-plastered and re-papered within the last six months. Inside the cowshed it needs repointing.

"We also observed a new wooden privy in process of erection.

"We are of opinion that the sanitary authorities should have directed Colonel Evans Lloyd's attention to the unsatisfactory condition of this case.

Kenyon.
J. M. Griffiths.

October 5th 1893."

Colonel Hugh Robert Hughes re-called and further examined.

Chairman.

16,791. Have you anything to say to us, Colonel Hughes?—I think it as well to answer what has been said by Mr. Rowlands. In the first place, I will take what he said about the different farms, and how they have been let. I wish to say that I found that there were 137 Nonconformist tenants on Sir Watkin's estate when I came there, and 19 Churchmen. In fixing on tenants, on every occasion, we have never admitted a stranger. They have all been promotions from Sir Watkin's estate.

Chairman—continued.

16,792. I do not quite understand that?—This man who has come up says that the Churchmen—I think his expression was—were thrown out wholesale to make room for Congregationalists. I say in every case where there has been a change of tenancy we have taken the tenants from the families that are on the estate; we have never had a single stranger. I having found 137 families who were Nonconformists, and 19 Churchmen, I think that settles that part of the question.

Chairman – continued.

We then go on to the question about Ty Cerrig. The man who has written that complaint, and who was spoken of as having been turned out, never was a tenant of Sir Watkin's.

See 16,784, 16,908.

16,793. Is that David Pughe?—Yes. He never was a tenant of Sir Watkin's. Owen and Hugh Pughe were tenants on a farm called Pentrepiod, and they got possession of this farm Ty Cerrig, and they put their brother in as a caretaker. They also had a third farm called Bryn-cockyn, to which really there was no tenant at all; in fact, it was quite a case of a bogus tenant. We considered it was quite time, after the death of Hugh Pugh, to come to an understanding, and we spoke to the surviving brother on the subject, and told him that David Pughe could have the farm Tycerrig if he could satisfy us that he had the means of carrying it on. He was unable to do so, and the notice to quit was then served upon Owen Pughe. Owen Pughe remained to the time of his death, and after his death his nephew had that farm. We considered it was wrong, when there were other families wanting farms, that three farms should be in the hands of one person.

16,794. David Pughe never was a tenant of Sir Watkin's at all?—No, he never was a tenant of Sir Watkin's.

16,795. He was a caretaker?—Yes, he was.

See 16,767*a*.

16,796. Do you wish to say anything else?—Then we come to the third point, and that is the valuation of Mr. Rowland's own farm. The farm was valued on its own merits, and bears no comparison whatever to the farm he has quoted. Two-thirds of the 29 acres are all useful land, low ground between the house, and the village that is easily managed—you can work it up to the hedge all round—it is good useful land, and it bears no comparison whatever. Of course I may be wrong in valuing—I cannot say as to that—but the case brought up has nothing to do with it whatever. The other farm is land of very inferior quality compared to it. I brought out Rowlands' farm at 38*l.*, and when he went to Sir Watkin about it I received a communication from Sir Watkin here the night before your last sitting, in which he said he would not for a moment have the valuation altered, but he would allow him 3*l.* towards what he had done in the way of carriage. Those were my instructions, and there the matter rested.

Chairman—continued.

16,797. The present rent of the 29 acres is 38*l.*?—It is, my Lord, and it is to be 35*l.*, by Sir Watkin's directions.

As to the matter about the school, and any allusion to that, I really do not know how he stood in the matter. My idea about the school was this, that it was a great expense to Sir Watkin, and I thought as there was such a preponderance of Nonconformists it was very desirable to see if we could not work together, and make the education less distasteful to the vast number. We met and formed our committee, and have worked ever since: three Churchmen and three Nonconformists.

Then there comes that question about Llechwedd-ddu. It was always a bye-take. It was never looked upon as a farm, and the late tenant, Blanche Rowlands, died, I think, in 1889 or 1890. Her daughter carried it on afterwards, a Mrs. Williams, who lived in Liverpool. She did so for a time, and then she applied for it. We had a great many applications for it, but we thought it desirable to make it into a farm, and her shepherd became the tenant. That was looked upon as a promotion, and the rent was made 5*l.* higher, with a promise that a house would be built, which it will be. But, as I shall show hereafter, with the quantity of work to be done on the estate it is impossible to get it done in the time, although the promise remains good; so that her old servant has the farm.

16,798. This is a question by Mr. Ivan T. Davies: "Is it true that T. F. Rowlands has "suffered from you in any way on account of "the action he took in connexion with the "question of education"?—Not in any way. It never came to my knowledge at all.

16,799. The answer is no?—Yes.

Re-
min
16,9

The witness withdrew.

Mrs. Gwen Jones called and examined through an interpreter.

16,799*a*. The following statement of the witness was read:—

See 16,832.

"Evidence of Mrs. Gwen Jones, Gelli Isa, Bala.

"I am a tenant farmer on the Rhiwlas estate. Thirty years ago the rent my father paid was 37*l.* After he had cultivated it for some years, the rent was raised to 40*l.* In the year 1876, when the estate was re-valued, the rent was again raised to 53*l.* In the year 1880 the rent was reduced 3*l.*, as a portion of the land was taken for the railway. In the year 1886 my landlord promised to make me an abatement of 10 per cent. if I was prepared with the whole amount of the rent. This abatement has been made for several years. The present rent is 45*l.* The rent is considerably too high to enable me to meet all my liabilities. My family, consisting of a daughter aged 28, and two sons aged 26 and 16 respectively, have to do all the work upon the farm, and not one of them receives wages for their services. Two years ago I asked the agent for a reduction in the rent, but he declined to meet me, as it was much easier for me to manage than many other tenants, as I had three industrious children to assist me, and he hoped that prices of stock would shortly improve. Last year I saw Mr. Price himself. I told him that I wanted a permanent reduction. He distinctly told me, in reply, that he would not allow me any reduction. I then asked him for a truck-load of lime, and he refused to allow me any, stating that if he did so the other tenants would ask

him for lime. In the end he told me to give up my farm. I am certain that the rent is 33 per cent. too high, in view of the prices of animals and other products.

"We have to send a man and two horses to work at Rhiwlas for two days annually. Neither the man nor the horses are allowed any place to take their food.

"Mr. Price pays the tithe himself."

Mr. *Richard Jones.*

16,800. How long has your husband been dead?—Seven years.

16,801. Have you managed the farm yourself since then?—Yes, I and my children.

16,802. Has the farm paid at all during those seven years?—No; we get into debt every year.

16,803. Had your husband saved money previously to his death?—No, not on the farm.

16,804. And the consequence is that if salvation does not come from somewhere you will become a bankrupt before long?—Yes, indeed.

16,805. Will you kindly tell the Commission how you spend your day in working?—Yesterday I was out digging potatoes.

16,806. What time did you get up?—I was up all night with a sick man the night before last, and I started work at 8 o'clock; I commenced then digging potatoes.

16,807. You were at it all day?—Until between 6 and 7, till it came on to rain.

16,808. And your daughters assisted you?—Yes, my son and daughter assisting me.

16,809. You work hard and continually throughout the year?—Yes, very, very hard.

16,810. And yet the farm does not pay?—No.

Mr. *Grove.*

16,811. Have you given us the acreage of the farm?—I do not know what is the acreage.

16,812. Then do we understand that this request for a reduction of rent and the granting of lime was made personally to Mr. Price, the landlord?—Yes; I saw Mr. Watkins and Mr. Price together.

16,813. Were they at the farm?—In the office.

Lord *Kenyon.*

16,814. How much stock do you keep?—Just as it may happen.

16,815. How much have you got now?—Three milking cows and several barren cows.

Lord *Kenyon*—continued.

16,816. Do you feed those?—No, they are out.

16,817. Do you keep as much stock as your husband did?—No, I do not.

Mr. *Richard Jones.*

16,818. Have you been obliged to reduce your stock in order to meet your payments?—Yes.

16,819. Does Mr. Price ever come to see your farm?—No, I never saw him.

16,820. You never see him, except at the office?—Oh, yes, besides in the office, I see him now.

16,821. I will put the question in this way to you: Do you ever see Mr. Price on the farm except when he comes to shoot?—No.

Chairman.

16,822. This question is put by Mr. Vincent: "Your rent is lower than that of your neighbours, is it not?"—Those complain enough—my neighbours.

16,823. Is your rent lower than that of your neighbours?—I cannot say.

Mr. *Richard Jones*

16,824. I will ask a question upon that: Are you in a position to know what the rent of your neighbours is, or the amount of acreage?—No, I am not.

Chairman.

I do not think she will be able to answer your second question, Mr. Vincent.

Mr. *Vincent.*

I put those questions by way of preparation. It is not fair to raise those points afterwards, unless I call attention to them here.

Chairman.

16,825. "Can you say whether your rent is 12*s.* 3*d.* an acre as compared with 21*s.*?"—I suppose that is a neighbour's rent. I cannot say.

16,826. This question is put by Mr. Llewellyn Jones: "How far from Rhiwlas is your farm?"—I cannot say, indeed.

Professor *Rhŷs.*

16,827. But about how far?—There is only the river between.

The witness withdrew.

Mr. Edward Watkins called and examined.

Chairman.

16,828. You are agent to R. J. Lloyd Price, Esquire, the owner of the Rhiwlas estate?—I am.

16,829. How long have you been in that position?—I have been agent on this estate over 10 years.

16,830. You wish to give some rebutting evidence, do you not?—Yes.

Chairman—continued.

16,831. Will you begin with that?—I will take them in order as I go on. I will give particular evidence touching the Rhiwlas estate, which is about 17,958 acres.

16,832. I think we have had all the particulars of the estate from Mr. Price himself; what we want is the rebutting evidence?—Mr. Thomas

See 7973, 16,319.

Chairman—continued.

Davies, of Fedwlwyd, in his evidence on the 13th day of September at the Bala Sitting, said: "That the rent of Fedwlwyd was 70*l.* and that it "was raised to 90*l.*" (giving the impression that it was raised upon his improvements), "and that "if he was obliged to leave he should receive "no compensation." I wish to explain that Mr. Thomas Davies took this farm (Fedwlwyd) in the year 1885 at the rent of 90*l.* per annum, and that his rent was not raised, but was reduced permanently in the year 1888 to 82*l.*, and his tithe paid as well, 3¼ years' rental having been already expended by his landlord in improvements on his farm since he entered into it. Further, I wish to state that Mr. Price supplied him (Mr. Davies) with about 90*l.* worth of draining pipes, and has spent about 176*l.* in building and in repairs at Fedwlwyd, and the existing buildings are quite sufficient on that farm. Therefore he, Mr. Davies, has no reason to complain of any ill-treatment done to him on this estate. I can also state that no rents have ever been raised on tenants' improvements on the Rhiwlas estate, as stated by Mr. Thomas Davies, and I wish to state that he could claim compensation by the agreement or else by the Agricultural Holdings Act.

See 8163, 16,623. Mr. John Jones, late of Tyn-y-Celyn, also in his evidence said that he took Tyn-y-Celyn farm in the year 1886, and had to pay Mr. Price the sum of 80*l.* I wish to explain that Mr. John Jones had purchased the crops and sheep, &c. on the said farm from the outgoing tenant, who had to pay Mr. Price 80*l.* in rent and arrears due at the expiration of his tenancy. So the said Mr. John Jones was only paying for what he had actually bought from the outgoing tenant.

The said Tyn-y-Celyn farm contained about 99 acres of land, with a sheep walk for about 300 sheep, at the rent of 48*l.* per annum, when Mr. John Jones took it; and in the years 1886 and 1887, as temporary abatement, a return of 10 per cent. was given him, and also his tithe paid for him. In the year 1888 a permanent reduction of 4*l.* was made in his rent; but in the year 1889 he gave the farm up. So he only stayed there three years on the Rhiwlas estate, and I am sorry to say that Mr. John Jones was not classified as a good farmer in the true meaning of the word. Mr. Price gave me permission to offer the said farm to him at the same reduced rent that it was let to his successor, which I did, but Mr. John Jones refused it.

There are some farms in that district that have been reduced at a greater per-centage than on the estate in general, namely:—

Tyn-y-Celyn,	36*l.*	per cent.	reduction.
Penmaenfawr,	34*l.*	„	„
Penmaenucha,	30*l.*	„	„
Gloig,	27*l.*	„	„
Taidraw,	28*l.*	„	„

The rent of Tyn-y-Celyn alluded to by Mr. J. Jones has been reduced from 57*l.* to 36*l.*, allowance being made for the trespass of game thereon, on account of their being situated close to covers, and therefore more apt to be trespassed upon by game. But there are hardly any complaints now, and if they are troubled with any at all they are requested to inform the head keeper, who will at once relieve them of their grievance.

Chairman—continued.

The present tenant of Tyn-y-Celyn has had the farm for some years and has made no complaint.

Respecting the building on the Rhiwlas estate, during the last 20 years there have been vast improvements on all kinds of farm outbuildings and dwelling-houses.

New outbuildings have been built on about 30 farms. Some of them had to be made new altogether, and the most part of the others had to be made new; also about 31 others had to be altered and throughly repaired. 39 dwelling-houses had to be renovated and repaired in the interior structure and made comfortable, the expenses of which were nearly as much as if they were made new. 17 new farm-houses have been built with ample bed-rooms and other offices in connexion with them, and there are still about six more yet on the estate to be either repaired or rebuilt, and also a few outbuildings to be erected. The expenditure on the outbuildings and on the dwelling-houses, including general repairs and improvements on the estate, were very extensive during the first ten years, that is to say, from 1873 to 1883, when the outlay amounted to about 28,151*l.* 16*s.*, or about 28*l.* per cent. on the annual income, and during the last ten years, from 1883 to 1893, it amounted to about 21,917*l.*, or about 25*l.* per cent. on the annual income, making a total of about 50,068*l.* 16*s.* spent during the said 20 years from 1873 to 1893 in building and general repairs for the benefit of the tenants. A team is constantly kept for the estate work, carting, &c.

Cottages.—There are about 67 cottages on the estate, and they are all inhabited with the exception of two which cannot be let, the rent ranging from 1*l.* 15*s.* to 4*l.* per annum.

Persons employed on the Rhiwlas estate, and house, garden, stable keepers, and allowances.—There are now 59 persons employed by Mr. Price at a weekly salary and wages of about 51*l.* every week all the year round, making an annual sum of 2,657*l.* paid in salary and wages only during the year 1892. Also he pays to local tradesmen only the sum of 2,380*l.* for goods and materials, &c., or in all the sum of 5,037*l.* actually paid in wages, requisites, goods, and materials in the district of Bala alone during the preceding year 1892. Hence during the last 20 years over 100,740*l.* has been paid in this district, which proves, without doubt, that the resident landlord is far better than an absentee, which he would become if a land court were established.

The agreements in respect to the penalising clauses are never enforced by the landlord on this estate; but they are made use of by the tenants as protection for themselves, especially when changing their farms. Such clauses as ensure compensation for manures, lime, seeds, and sale of sheep, &c., are frequently put in force by the tenants; and if Mr. Robert Evans,

Chairman—continued.

of Crynierth Mawr, thinks that making away of the clause respecting the two white crops in succession would benefit the farmers in any way I have no doubt that Mr. Price would wipe it off the agreement with pleasure. I am not aware that any farms have been let to the highest bidder, except one, which was let by auction. I wish to state that no farms have been consolidated on this estate during the last 10 years. It was stated as to Cwm Mein by the witness John Jones, late of Tyn y Celyn, that many things respecting building, &c., were promised to the tenant, Robert Williams. I can state to you that Mr. Price spent 1,000*l.* on new buildings on that farm; but Mr. Robert Williams' circumstances were confined, so that he preferred a smaller farm, and is now a tenant on this estate at Bryn Pader. Mrs. Jones, of Refailisa, referred to, is in a small farm rent 12*l.*, and is now sub-letting her land for about 20*l.*, I believe, contrary to the agreement.

Gelli Isaf.—This farm contains about 73 acres of meadow and arable land. In the year 1877 it was let at 53*l.* In the year 1880 it was reduced to 50*l.*, and in the year 1888 it was reduced to 45*l.*, and the tithe paid for her, about 1*l.* 16*s.* Therefore Gelli Isaf is only 12*s.* 3*d.* per acre on an average, while the adjoining land on both sides of it is let at about 21*s.* per acre on an average, though the said adjoining land is of the same quality. Accordingly, by comparing it with other farms surrounding it, the rent of Gelli Isaf is much lower than the rent of the adjoining farms. So there cannot be much hardship done towards Mrs. Jones.

Vacant farms and letting, &c.—When the question of deciding upon a new tenant comes, it is a well-known fact that neither language, politics, nor creeds (religion) have any influence in the least as to be in favour nor against the person who applies for the farm; neither does it in any way whatever affect the existing tenants. I may state here that nearly all the tenants famers on the Rhiwlas estate are Nonconformists, there being only three Churchmen. Further, it does not interfere at all with any of the indoor or outdoor servants in the employment of Mr. and Mrs. Price; all of them enjoy perfect freedom to go to any place of worship they please. Our general rule in choosing a new tenant is to consider his character and his ability to manage a farm Again, when a widow is left with children, even if they are grown up, we always take the widow to be the tenant, and thereby a home is secured for her, and they are more likely to live in peace together. I may say that we always find the widows active in conducting their farms, &c., and ranking among our best farmers. When children are left without either father or mother they always get the chance of taking the farm held by their parents; and we always do our best to get them to be joint tenants, so that they would all feel the same interest in their home.

Mr. *Griffiths.*

16,833. Do you consider that 10 per cent. reduction is sufficient to meet the present depression?—I do not profess to know what per-centage would be fair.

16,834. Surely an agent would know?—I do not think it would be.

16,835. You are not in a position to say how much would be really fair?—No.

Professor *Rhŷs.*

16,836. I think you said that you offered the farm to Mr. John Jones at the same rent that it was afterwards let at?—I did.

16,837. But did he not say—I rather think he did, unless I am mistaken—that that was too late, as he had then sold his crops and his personal effects?—I do not quite remember whether he had sold them then.

16,838. I think he said so, did he not?—I believe he did.

16,839. Do you think that is correct?—I am not quite sure when it was—was it after the sale or before?

16,840. But in any case, the offer on your part was rather late, was it not?—I do not think it was too late.

16,841. If he had got so far as to sell, or had sold, it would be, would it not?—He would have then the same chance as a new tenant, on better terms.

16,842. I do not quite see where the better terms would come in then if he had sold. I am not quite sure that I understand you?—His terms would be better, because his rent would be lowered.

16,843. But the rent was raised to the new tenant?—No, it was lowered to the new tenant.

16,844. I understand now. Then, with regard to the cottages, which are rented from 1*l.* 15*s.* 0*d.* I think you said to 4*l.*?—Yes.

16,845. Do they mostly have gardens to them?—They do.

16,846. Even the cheapest?—Yes, the cheapest have gardens.

16,847. Of about what extent?—Two or three roods.

16,848. I am not sure whether I understood you. When you made an allusion to the Agricultural Holdings Act, and that you allowed the tenants the benefit of that if they liked?—I said that Mr. Thomas Davies, of Fedwlwyd, could obtain compensation under the Act, or under the agreement.

16,849. Is there any hardship with regard to game incurred by the farmers near the rabbit farms. You have two or three rabbit farms on the estate?—I do not hear of any after they have been fenced in.

16,850. The fencing has been effectual?—It has been a protection for the farmers.

16,851. How long ago was the fencing made. There was one about 8 or 10 years ago.

16,852. You have heard no complaints since?—Not afterwards of any importance.

Mr. *Grove.*

16,853. Is there any unfriendly feeling between the keepers and the tenants in consequence of the game?—Not so far as I am aware.

16,854. If any compensation is asked for damage by game, is the claim received in a friendly spirit, and entertained properly?—Oh, yes. It was last year that compensation was given to a tenant in a load of hay.

Mr. *Richard Jones.*

16,855. I hardly think you have done justice to Thomas Davies, Mr. Watkins. You say that he represented to the Commission that the rent had been advanced on his own improvements, do you not?—Giving that impression.

16,856. But if you have read his evidence you will see all he says that the rent of Fedwlwyd was advanced to 90*l.* in the year 1876?—Yes.

16,857. He says that he was only eight years at Fedwlwyd, so that he could not possibly have represented that the rent was advanced on his own improvements?—Well, I only wished to make that clear.

16,858. What do you mean?—It was our impression that he said that the raising of the rent was made on his improvements.

16,859. You will admit now that he did not say so?—Yes.

16,860. You say that in one case a farm was let by auction?—Yes.

16,861. Why was it let by auction?—We had other small plots of accommodation land adjoining the town here to let at the same time that this farm happened to be taken. We put it in. There were several demands for it; it was a small farm, so we let it by auction.

16,862. It is not a customary thing to do?—No.

16,863. Do you ever advertise in the local papers for tenants to farm?—I do not remember any instance now of it being done.

16,864. Do you know of instances where farms have remained on your hands for some time without a tenant?—I do not remember any instance that we had all the year round.

16,865. But a part of the year?—Yes; I remember a part of the year. But we were always able to let it.

16,866. You say that 17 new farmhouses have been built, with ample bedrooms and other offices in connexion with them, and there are still about six more on the estate to be either repaired or built. Will you kindly name those places?—I cannot give them all; I have not got a list of them. I will name some of them. Tyddynysgubor, Hafod Tudur, Hafod Nwydog, Dolwen, and Creigiau Bychan.

16,867. There is still one?—Tyn y Coed.

16,868. Have you informed the tenants of these places that they are to have new houses?—Not exactly informed them; they are on the list to be done.

16,869. How long have they been on the list?—I cannot tell you exactly; we are doing the worst places first; that is our object.

Mr. *Richard Jones*—continued.

16,870. I suppose it is not a thing which has been in recent contemplation—the building of these houses?—No.

16,871. Do you know anything about Gelliuchaf?—Yes.

16,872. What is the condition of that house?—It wants repairing.

16,873. Is it in a very bad state?—Well; I would not say that it is in a very bad state.

16,874. Do you know anything about Coed y Mynach?—Yes.

16,875. In what state is that?—That is not let as a farm now to a farmer; it is one of the consolidated farms. We made a new house on the other farm.

16,876. Is it occupied by anybody?—Yes; I believe that the tenant sublets the house.

16,877. But what is the state of it?—I do not think it is very bad.

16,878. Do you know anything about Hanodfodog?—I do.

16,879. In what state is that?—That wants repairing.

16,880. And yet it is not on your list?—No; my list contains the new buildings, or re-construction of houses.

16,881. But not repairs?—Not repairs.

16,882. You think that repairs would answer the purpose in those places?—Yes; they will.

16,883. Do you know anything about Jenkins's valuation?—I do not.

16,884. Where are the documents belonging to the estate?—I expect they are with Mr. Price's solicitor.

16,885. In London?—Yes.

Lord *Kenyon.*

16,886. With regard to repairs; do you do much contract work—I mean with regard to rebuilding?—Well, we have done what we call piece-work.

16,887. But I mean you employ your own men?—We employ our own men—our own staff.

16,888. You go on in the regular way with regular men?—Yes, we go a regular round, and keep a regular staff.

Chairman.

16,889. I have several questions put in by Mr. Llewellyn Jones: "Will you kindly state whether "the terms of the agreement made with Mr. "Davies as to improvements to be made by the "landlord have been fully carried out?"—I cannot say that they have been fully carried out the same as they were put down on the agreement, but there were other things made that cost more than if we had carried out our agreement. In fact there was a building from the house which wanted a little repair and altering, when Mr. Thomas Davies preferred to have a building by the house, a cowshed which was built, and it cost more than the other one; so I believe that we have expended more than if we had carried out the agreement.

Chairman—continued.

16,890. "Has he received all the drain-pipes promised?"—No, he may receive them again.

16,891. "What amount have you spent in "buildings and repairs on the estate during the "last five years?"—The total for the five years, 1883 to 1887, is 12,152*l.* 6*s.* 9½*d.*; the total for the five years, 1888 to 1892, is 9,764*l.* 14*s.* 11*d.* I hand in the following statement, giving the details:—

Chairman—continued.

"The Expenditure on the Rhiwlas Estate during the last 10 years from January 1st, 1883, up to the 1st January 1893, not including the Home Farm, neither the Game Account, nor the Tithe or Rates.

Date.	House.	Garden.	Stable Repairs.	Estate.	Allowances to old Servants.	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1883, Jan. 1st to Dec. 31st -	1,019 3 2½	536 3 10½	38 7 11	3,180 10 9	102 12 0	4,876 17 9
1884 " " -	850 13 6	504 14 2½	5 4 7	2,830 6 11	87 16 0	4,278 15 2
1885 " " -	679 16 7	306 3 11	11 14 7	1,566 0 2	78 16 0	2,842 11 3
1886 " " -	410 18 6½	355 2 7	12 2 1	2,341 5 3½	90 16 0	3,210 4 5
1887 " " -	420 17 7½	375 7 4	26 3 11	2,234 3 8	115 6 0	3,171 18 6
1888 " " -	606 15 3	119 2 4	54 17 8	2,449 19 1	113 2 0	3,343 16 4
1889 " " -	457 2 4	5 6 8	—	2,734 13 3	115 14 0	3,312 16 3
1890 " " -	267 18 10	32 17 4	10 14 6	1,519 15 4½	115 5 0	1,946 11 0
1891 " " -	519 13 2	24 1 3	14 6 3	1,060 8 2	75 6 0	1,693 14 10
1892 " " -	802 9 9	34 10 4	63 4 11	1,999 19 0½	63 15 6	2,963 19 6
Total for the 10 years -	6,045 8 9½	2,293 9 10	236 16 5	21,917 1 8½	958 8 6	31,641 5 0
Average per annum -	603 10 10½	229 6 11	23 13 7½	2,191 14 2	95 16 2	3,164 1 6

Chairman—continued.

16,892. "Do you not tell farmers who now "come to you for repairs and new buildings that "you cannot get permission from your employer "to do them?"—No; I say that we do them as soon as we can get round.

16,893. "How many keepers does Mr. Price "keep now, and did he not keep more?" Do you know how many keepers there are now?—I am not certain of the number, but there are not so many as there used to be, I believe.

16,762. 16,894. "Do you deny the statement made by "Mr. John Lloyd as to the consolidation of "farms at Cwmtirmynach, especially Gydrhos "y Defaidty?"—There is no consolidation during my time of those farms; I do not remember it.

16,895. "Do you consider that the buildings "at Gwigefail and Rhydolwen are in a satisfac-"tory condition?" Do you know those two farms?—Yes; Rhydolwen we have just repaired—we have put in new windows, and made it comfortable.

16,896. And the other one, is that in a satisfactory condition?—The other one might require some repairs, but the house is a fresh house.

16,897. "Has the tenant of Rhydolwen ap-"plied to have his house rebuilt?"—Not rebuilt—repaired.

Chairman—continued.

16,898. "And has Mr. Price refused to do it?"—No.

16,899. "Do you approve of the policy of lay-"ing out certain farms as rabbit-warrens?"—That is a question for Mr. Price. He finds them paying better.

16,900. "Can you say whether there is a single "window at the farm of Pen y bryn which can "be opened?" Can you answer that question?—No, I cannot.

16,901. You cannot say whether any of the windows can open?—I do not remember them.

16,902. You do not know?—No.

16,903. "And has the wife of the tenant been "seriously ill for several years?"—I believe she has.

16,904. Then I have some questions by Mr. George Owen: "If a Land Court was appointed "to fix rents, do you think Mr. Price would "spend as much money locally as he has done "in the past?"—No, I do not think so.

16,905. "Complaints have been made that "Churchmen have had more favour shown to "them than Nonconformists; is that the case on "the Rhiwlas estate?"—No, it is not.

16,906. "Are you a Nonconformist yourself?"—I am.

16,907. "And do you speak Welsh?"—I do.

Re-examined, 17,538.

The witness withdrew.

Adjourned to to-morrow morning.

TWENTY-FIRST DAY.

The Victoria Hall, Bala, Merionethshire, Friday, 6th October 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
SIR JOHN TALBOT DILLWYN LLEWELYN, Bart.
PROFESSOR RHŶS, M.A., LL.D.
MR. JOHN MORGAN GRIFFITHS.
MR. EDWIN GROVE.
MR. RICHARD JONES.

MR. CECIL E. OWEN, Assistant Secretary.

Chairman.

To save time Welsh-speaking witnesses are requested to verify their statements in the presence of one of the Welsh-speaking Commissioners, so that the Commissioners may be perfectly satisfied with the accuracy of the statements, and with the accuracy of the translation of those statements when they are read out in court. These proceedings are, as hitherto, open to the public and to the press.

Colonel HUGH ROBERT HUGHES re-called and further examined.

Chairman.

16,908. You wish to say something, I believe, Colonel Hughes?—Yes, with your Lordship's permission. I was unable to get this paper yesterday from the office, in confirmation of the statement I made as to the man we were charged with having evicted, David Pughe. I wish to put in the agreement showing that he never was a tenant, and also the notice to quit which was served on the real tenant [*handing papers*].

16,909. I think you said David Pughe was only a caretaker and never was a tenant at all?—I did.

The witness withdrew.

Mr. THOMAS EDWARD ELLIS, M.P., called and examined.

Chairman.

16,910. Will you be good enough to give us your evidence?—I am the son of a tenant farmer. I have been three times returned to represent my native county in Parliament. I have been a fairly diligent student of the rural economy of Wales. From my boyhood I have had a strong and deepening conviction that the system under which the land in Wales is cultivated requires drastic modification. I have given frequent expression to this conviction in the press and on the platform, and since my entry into Parliament I have taken occasion to press this conviction upon the attention of the House of Commons, for instance, on the Address in reply to the Queen's Speech in 1887, by a resolution before the House in 1888, by obtaining evidence for the Select Committee on Small Holdings in 1889, and on a motion for the second reading of the Tenure of Land (Wales) Bill in 1892. For good or ill, English rule and English law have imposed upon Wales the system under which its land is held, occupied, and cultivated. In Wales, as in every other country, the relations between the landholder or rent-receiver and the occupier of the soil is one which must influence, if not control, the whole system of society. The enormous growth and development of industrial Wales have helped to modify very materially the influence which the landholders and the land system of Wales exercise over the life and destiny of the Welsh people. Nevertheless the influence is still great, and we are entitled to apply some tests of the efficacy and sanity of the present land system in Wales, and I propose, with your permission, to apply five simple tests. Firstly. Is it calculated to produce a self-respecting tenantry and peasantry who can think, speak, act, and combine like free men? Secondly. Does it bring out the full capacity of the soil and ensure an adequate reward to the tillers for their skill, outlay, and labour? Thirdly. Does it conduce to enable as many families as possible to live and thrive on the land? Fourthly. Does it preserve for the

Chairman—continued.

common good the user and revenue of the public or common land? Fifthly. Is the rent or surplus produce of the land over and above what is necessary to feed, clothe, maintain, and educate the tillers of the soil wisely spent in the interest of the community of Wales? I believe that the land system of Wales, when searchingly tried by these tests, stands condemned. The answer to questions 1 and 2 is in the negative, mainly because of the insecurity of the tenure incident to tenancies-at-will. The answer to questions 3 and 4 is in the negative, owing to enclosures made with or without Act of Parliament, to consolidation of holdings, and to the grafting of the manorial system upon the old Celtic tenures of Wales. The answer to question 5 is in the negative, owing largely to the divergence of aims and ideals, religious, social, political, and national, between the rent-receivers and the tillers of the soil of Wales. I consider insecurity of tenure the first and worst evil—worst for the peasants rights and duties of citizenship, and worst for good husbandry in Wales. Tenants-at-will have learnt to realise the insecurity of their tenure by very diverse but effective methods. These methods vary at different periods and on different estates. Here are some instances:—First. Eviction for exercising an independent judgment in politics. The Commissioners have received some evidence of this already. They will receive more. It will take years to forget the thrill of horror which spread through Wales, more especially through its tenantry, owing to the political evictions after the elections of 1859 and 1868. Four uncles and relatives of my own were evicted for refusing to vote for the Tory candidate in 1859. Two of them were on the Rhiwlas estate and two on Sir Sir W. W. Wynn's estate. The two on the
832, Rhiwlas estate were Ellis Roberts, Fron Goch, and John Jones, Maes y Gadva. Of them I will say that by common consent in this district they were about the very best farmers on the Rhiwlas estate. The two on Sir Watkin Wynn's estate were Edward Ellis, Ty Ceryg, and John Thomas, Pandy Mawr. In connexion with them I desire to add this statement made by another evicted tenant with the Rev. Michael D. Jones, a leading minister and leader of thought in this neighbourhood, as witness. It was made at the very time of the eviction in 1859:—"The "statement of John Jones, Nanthir, concerning "the conduct of Richard Watkin Price, Esq., "Rhiwlas, towards him as his tenant in the "late election in Merionethshire.

"Mr. David Jones, Gydros, had had Mr. "Price's permission for the tenants to remain "neutral. Mr. Price had previously sent us a "note to ask us the favour of Mr. Wynne, and "Tom, the policeman, brought the note. On "the poll day he sent John Davies, gamekeeper, "on horseback to request us to come down to "vote for Mr. Wynne. I did not see John "Davies, and so he returned without any answer. "On the Saturday before the fair, called "Ffair "wyl Bedr," Mr. Price told me that he had let "my farm, and that the cause of that was that I "had not come down to Bala with his messenger "John Davies.

"The Monday following I received a notice to "quit from the butler, who informed me that "the cause of giving the notice was that I had "not come down to vote for Mr. Wynne, according to Mr. Price's request.

"I had gone to considerable expense in "improving the farm. I had made 120 roods of "hedges and planted thorns, hazel, &c., in them. "I brought about 15 acres of waste land to "a state of cultivation, which I limed, hoed, "burned, and ploughed, giving about 30 hobbets "of lime to each acre. I planted thorns, &c., in "old hedges about 200 roods. I planted about "30 roods of thorn alone. I cut about 120 "roods of drains, all in addition to ordinary "farming. The farm had been brought to "working order when I left, and previously it "was in a very bad state. It measures 160 "acres and its rent is 53*l*. About one-half of it "is waste land. The carriage of all the materials "to build a new stable also fell upon me.

"(Signed) John Jones.

"Nanthir,
"Nov. 21. 1859.

"(Witness) Michael D. Jones."

If the Commission will allow me I will read one resolution passed at a public meeting here in Bala during that very year, in order to show the strong public feeling felt in this neighbourhood and the horror which these evictions caused in this district. Amongst the resolutions submitted to the public meeting was this:—"That "this meeting having in view the harsh pro-"ceedings which the recent contest has given "rise to in this neighbourhood, and regarding "the object thereof, an attack upon freedom of "election and to terrify tenant voters into a "slavish submission to the dictation of the "landlord, pledges itself to use every fair and "constitutional means to defeat those ends." The mover of that resolution was the Rev. L. Edwards, of Bala, perhaps the greatest Welsh leader of this century. It was seconded by Mr. David Jones, Llanderfel, who subsequently became a very prosperous merchant in Liverpool.

16,911. Have you the date of that?—August 1859. The resolution which followed it was this:—"That this meeting deeply and sincerely "sympathising with those tenant voters who at "the late election nobly refused to demean themselves by voting against the convictions of their "consciences, and who by so acting have incurred "serious material losses, resolves to set on foot a "penny subscription throughout the kingdom "generally in order to mark the sense of a free "and enlightened British public of such heartless "treatment at the hands of their landlord." In the election of 1865, which was the next election in this county, the landlords in this district stood in the Town Hall where the Commission sat yesterday to watch their tenants vote, and I have heard tenants express their shame that, terrified by the evictions of 1859, they voted against their will and conscience. It was after

Chairman—continued.

the election of 1868 that Cardiganshire and Carnarvonshire suffered most. In the course of this inquiry I have heard that called "ancient history," but those who know rural Wales know that the influence of the memory of these evictions is very far from spent. We have now the ballot, but over a large area of Wales a large per-centage of the farmers dare not appear publicly on platforms. I do not desire for a moment to say that the landowners would visit them with punishment, but the fear is very deeply imbedded in their hearts and their minds. The second method is the preservation of game. During the last thirty years there has raged amongst some landlords a veritable fever for game preserving. The whole paraphernalia of game preserving have been set up—a hierarchy of gamekeepers, strict sporting clauses in agreements, coverts, rabbit-warrens, pheasantries, the killing of dogs and cats, the pursuit of poachers, and the confiscation of their guns and nets. Under the rule of the former owner of Rhiwlas, Richard W. Price, Esq., a remarkable man and true captain of agricultural industry, who intimately knew the farms and farmers on his estate, there was on the Rhiwlas estate only one gamekeeper and hardly any game. When the present proprietor of Rhiwlas attained his majority the great game period began. A crowd of English and Scotch gamekeepers was introduced and dotted all over the estate. I cannot describe the repugnance and loathing to the game-preserving system engendered by the overbearing conduct and petty tyranny of many of these gamekeepers, by the monstrous increase of rabbits and pheasants, and by the immense losses occasioned by depredations of game on the crops of struggling farmers. I referred in the House of Commons to an incident in connexion with game, the truth of which has been challenged in a widely-circulated pamphlet. I shall give the details of the incident. In February 1867 on an afternoon while my father was away in the Vale of Clwyd, one of his two dogs, while with the servant who was ploughing, ran after, but did not catch, a hare. That night a gamekeeper, one George Stretton, came to the house and bullyingly recited the dog's offence. Next day, after his return, my father was ordered to take his two dogs to Rhiwlas. Both were taken and shot. In less than a fortnight my father was confidentially told by the only Welsh gamekeeper on the estate that he would lose his farm, and that, if anything was to be done to avert the eviction, it should be done quickly. My father went at once to the estate agent, Mr. Schoon, who said that he had not heard of the intention to give him notice to quit, but rumours were still rife. Months of anxiety passed. On September 1st Mr. Price and Mr. Woodruff came to shoot over my father's fields, but would not deign to look at my father. On September 27th a notice to quit came. My father went at once to the estate agent to know the reason. The reason was that the dog had chased a hare, and that the gamekeepers reported that my father

Chairman—continued.

destroyed the hares on his farm. This was as baseless an assertion as any ever invented. I refer of course to the statement that my father had ever destroyed any hare on his farm. My father desired to be brought face to face with Mr. Price or his accusers, but the agent said it was not of the slightest use going near Mr. Price. Weeks of dread anxiety followed, with sickness and death in the family. After much negotiation the farm was offered to my father at an increased rental of 10*l.* His capital and 12 years' hard labour were sunk in the farm. His children were very young. He was attached to his home. The offer was an ultimatum. It had to be accepted. During the 26 years which have elapsed, every penny of the 260*l.* enhanced rent has been paid. My father has forgiven and wishes to forget all. But these things cannot be forgotten. On the same day Mr. William Roberts, of Fedw Arian, received notice to quit, because one of his sons was said to be a poacher. This farm could not be got, except by an increase of the rent, and the exile of the son for ever from his home. I heard evidence given yesterday before the Commission that liberal compensation for damage done by game was given by the landlord and by the agent. I do not wish to deny this, for I have not got the facts to enable me to test it myself. But what compensation can there be for the agony and irritation of the tenant at seeing his crops eaten and destroyed by game while gamekeepers are prowling about to see that not a feather of the sacred birds is ruffled? The third method which has been exercised to impress the insecurity of the tenure, is the dispossession of tenants owing to a whim of the landlord. A former proprietor of farms in the Hirnant Valley—a little valley beyond the river——

Professor *Rhŷs.*

16,912. On what estate was that?—I think it was on Mr. Richardson's estate.

Chairman.

16,913. In what year would that be?—I could not give the actual year, but I think one of the witnesses in the course of to-day will give more detailed evidence as to this, and give the exact year in which it happened.

16,914. But about when?—I should say 20 years ago. A former proprietor of farms in the Hirnant Valley determined to get rid of the Welsh tenants in order to bring in some Scotchmen. Some Scotchmen came but never thrived, and there is now not a bone or stick of them left. A similar policy was pursued in a part of Breconshire with some apparent success, which the Commission will doubtless examine on the spot. Then the fourth method is the compulsory exaltation of rent under the threat of eviction. When a farmer receives a notice to quit in order to have his rent raised he is in a very helpless condition. For to leave his farm is to leave the fruits of his

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Chairman—continued.

skill, outlay, and labour in his farm, and to abandon his means of livelihood. This has been modified partly by the Agricultural Holdings Act and partly by such agreements as those which, to his credit I think, Mr. Price has now in force on the Rhiwlas estate; but I think I shall show later on that these two are very insufficient in cases where a tenant leaves his farm.

16,915. Have those agreements been modified since the passing of the Agricultural Holdings Act?—I think Mr. Price's agreements have been modified, and modified for the better, I think, on each occasion. A farmer in that position is no more a free agent in the contract than a purchaser is in a besieged and straitened town. Sometimes rents are raised in order to put the estate in the market. This was the case on the Palé estate prior to its purchase by the late Mr. Robertson. Sometimes they are raised after purchase, as was the case on the Tottenham estate, lower down the Dee Valley, under the régime of an estate agent named Mr. Sharpe. Sometimes rents are raised on what is called a re-valuation. In 1876 the Rhiwlas estate was re-valued by Mr. Jenkins, then of Plas yn Ward. At one stroke the rent of every farm was raised, the rise varying from 8 to 33 per cent. The impression of the country side is ineradicable that the rents were in many cases raised above Mr. Jenkins' valuation. Mr. Jenkins is still alive, and I suppose the document

Chairman—continued.

is in existence as well. Mr. Price in his evidence dismissed this re-valuation, which on his own admission amounted to 17 per cent., in a line and a half. But it is difficult for me to give the Commissioners any impression of the disheartening effect which that re-valuation had on the agriculture, and on the spirit and good heart of the tenantry of Rhiwlas. The fifth method is the exaction of high, sometimes impossible, rents in times of severe depression. During the last ten years there has been great suffering. The absence of any impartial authority to which the tenants might appeal has been keenly and bitterly felt. It has already been pointed out how on the Rhiwlas estate an attempt at a combination of the tenants was treated. A respectful petition signed by many of the tenants was sent to Mr. Price. Those who signed the petition received an abatement of 5 per cent., those who did not were blessed with 10 per cent. What I desire to point out is this, that under a system of tenancy-at-will such an artifice is calculated to produce a submissive and subservient tenantry. The sixth method is the uncertainty of obtaining compensation for improvements. I have obtained from my father an estimate of the cost of the permanent improvements which he has executed on his farm during his tenancy. See 8174. See 17,544.

The witness handed in the following list:—

		£	*s.*	*d.*	£	*s.*	*d.*
1857–1870.	Draining seven fields—53,70 yards = 244 chains	101	9	0			
	Less pipes, allowed by R. J. Ll. Price, Esq.	13	10	0			
					87	19	0
1862.	Large slate-roofed hay shed				20	0	0
1860–1875.	Fencing 2,691 yards, stone walls (5 to 5½ feet high), quickset hawthorn hedges, clearing boulders from fields, amounting to tons. Average 1*s.* 10*d.* a yard	237	10	2			
	Less timber by R. J. Ll. Price, Esq.	9	0	0			
					228	10	2
	Erecting dam, making watercourse 250 yards, underground watercourse 60 yards, water-wheel for churning and chaff cutting, and shed for chaff cutting				50	0	0
1873.	Slate-roofed shed for calves				6	0	0
1875.	Haulage for new house				70	0	0
	Enlargement of parlour				6	8	7
	Water supply and drainage of new house				70	18	3
	New kitchen garden				20	0	0
	Poultry pen				5	0	0
	Dogcart house and potato-shed				7	0	0
1879.	Hay shed (sanctioned by estate agent)				28	7	5
1883.	Drainage of house and improvements				35	6	0½
					£635	9	5½

I will simply roughly go through that list if you will permit me. You will see that during a period ranging from 1857 to 1870 he drained seven fields, 5,370 yards, or 244 chains, at an expense of 101*l.* 9*s.* Mr. Price allowed pipes to the extent of 13*l.* 10*s.*, so that the net sum expended directly by my father was 87*l.* 19*s.* In 1862 my father built a large slate-roofed hay shed, one of the very first, I think, apart from the one built on the home farm on the Rhiwlas estate. That was 20*l.* During the period from 1860 to 1875 he fenced 2,691 yards, he cleared

Chairman—continued.

stone and boulders from the fields amounting to tons, he built substantial stone walls 5 feet to 5½ feet high, he made quickset hawthorn hedges, at an average—which, I think, is an extremely moderate average—of 1*s.* 10*d.* a yard, which amounted to 237*l.* 10*s.* 2*d.*, less the timber supplied by Mr. Price, 9*l.* The net sum, therefore, is 228*l.* 10*s.* 2*d.* Then erecting a dam, making a watercourse 250 yards, underground watercourse 60 yards, water-wheel for churning and chaff cutting, and shed for chaff cutting 50*l.* In 1873 a slate-roofed shed for calves 6*l.*. in 1875 Mr. Price built a new house at Cynlas, a substantial house. I may say it was high time that a new house should have been built, for I remember on more than one occasion snow on my bed in the morning. Haulage for the new house 70*l.*, water supply and drainage of new house 70*l.* 18*s.* 3*d.* Then a new kitchen garden with wall round it and quickset hawthorn hedge 20*l.* Poultry pen 5*l.*, a shed which serves as a dogcart house and as a potato shed 7*l.* In 1879 a new hay shed—and this was sanctioned under the Agricultural Holdings Act by Mr. Price's then agent, Mr. Parmeter—28*l.* 7*s.* 5*d.* That 28*l.* 7*s.* 5*d.* is exclusive of a certain number of bricks in order to build two of the pillars which were supplied by Mr. Price. Then there is a small figure for re-arrangement of rooms in the house. Contrary to my father's strong wishes, they made an extremely miniature sitting room or parlour, and it was so small that my father found that he had to re-arrange two rooms. That I admit at once is more or less from a farmer's point of view a luxury, but the figure here is 6*l.* 8*s.* 7*d.*, and I shall be quite willing to deduct it at once from the general figure of his improvements. In 1883 there was a complete drainage of the house and improvements in it amounting to 35*l.* 6*s.* 0½*d.*, making a total of 635*l.* 9*s.* 5½*d.* This is exclusive of the gates on the farm which almost without exception have been supplied by my father, nor has my father included in this estimate his own anxious thought, skill and labour. Now most of these improvements are unexhausted. Most of the fences are more valuable to-day than they have ever been, so are the hay sheds and the machinery for churning and chaff cutting. Yet, according to the agreement, no compensation will be paid for any of the drains, stone walls, and quickset hawthorn fences because more than 12 years have elapsed since their construction. Nor will there be, according to the agreement, in two or three years any compensation for expenditure upon buildings, because the agreement stipulates that 20 years exhaust any of the tenant right or claim to any value in the buildings which he has made. I should like to point out with regard to the statement that the fences are more valuable to-day than they have ever been, that in the case of the quickset hawthorn hedges which he has made they have had time to grow, they are full and strong and thickset, much better to-day than they have ever been, and they have in each case, I think, taken the place of straggling, untidy, slovenly hedges, such as were, and I fear still are, on a good many

Chairman—continued.

farms. If the farm were put in the market it would probably fetch, mainly owing to these improvements, double the sum which was paid for it when purchased. I venture to think that this expenditure by the tenant on these permanent improvements on an upland farm, his payment of 3,400*l.* in rent, 350*l.* in tithes, 450*l.* in land tax and rates, fairly establishes what is popularly known as "tenant right." The Crofter Commission lay emphasis upon the opinion so often expressed before them, that the small tenantry of the Highlands have an inherited inalienable title to security of tenure in their possessions while rent and service are duly rendered. Mr. Price in a clause in his agreement says that a tenant will be secure in his tenure so long as he pays his rent and tills his farm; so that that clause in Mr. Price's agreement is, I take it, a generous recognition of this feeling of the farmers and peasants of Wales, as of the Highlands, that they have an inalienable right to security of tenure so long as they till their land and pay their rent. It was an impression indigenous to the Highlands, though it had not before 1886 been sanctioned by legal recognition, and had long been repudiated by the action of the proprietors. There is a similar ineradicable impression in Wales, and we urge that it should likewise in Wales receive legal recognition. With regard to the third and fourth tests, I would say that the consolidation of estates, the consolidation of farms, and the exercise of manorial rights on the wastes and common pastures of Wales contravene diametrically the whole spirit of the old Celtic tenures of Wales. Lists will be handed to the Commissioners from every rural district in Wales showing how small tenancies have disappeared. The majority of tenancies are still small, but still lists will be produced, as they have hitherto been produced, showing the disappearance of a very large number of small farms and cottages with allotments; how the rural population is decreasing (at the last Census it was shown that during the last decade there was a serious decrease in everyone of the agricultural counties of Wales), and how labourers are drifting to the towns. Enclosures have been ruthlessly made without sufficient forethought for the poor. As a rule common pastures and meadows have been shared among the landowners of townships in a proportion corresponding to the area of the estate already belonging to them there. I make this assertion, not on my own authority, nor even in my own words, but in the words and on the authority of Mr. Palmer, of Wrexham, who has probably paid greater attention to the old Celtic tenures of Wales than any man now living, and who, with one of your own body, is the highest authority on the old Celtic tenures of Wales. I trust that this Commission will help to regulate the remainder of the unappropriated land of Wales. In a return just issued by the Board of Agriculture it appears that there are still approximately in Wales 953,000 acres of unenclosed mountain land, sheep runs, and hill grazings, over which sheep and other live stock range for at least a portion of the year. Mr.

Chairman.—continued.

Price, of Rhiwlas, said at Bala (Q. 8169), "My "tenants have sheep walks on mountain land "on this estate, which right is invested in me." Mr. Wynne, of Peniarth, said at Barmouth "Q. 9458), "The rights of pasturage (on the hill "side) are vested in the owner. They are part "and parcel of the rents. If there were no "sheep walks the farms would not command "half the rent." The late Lord Penrhyn before the Richmond Commission (1879) said: "There 83–9, "was at one time a great deal of pulling down 98, "walls at one part of Carnarvonshire. There 99, "had been an enclosure under the Inclosure 15. "Commissioners, and the people who were in "the habit of sending sheep on to the downs "pulled down the walls from time to time." (I may point out to the Commission that this was their only remedy) "and when I was appointed "the Lord Lieutenant of the county on finding "that I could not get any evidence against the "parties who did it," and here I may point out the significance of that statement of Lord Penrhyn's. There must have been practically a unanimous feeling that wrong was being done to the poor, and to the peasantry, and to the country side by this enclosure. Those who in Lord Penrhyn's eyes were evildoers had evidently the sympathy of the whole country side, for Lord Penrhyn, a very popular landowner, was absolutely unable to get any evidence whatsoever as to the people who pulled down these walls, and made the protest against the enclosure.

16,916. In what year was that Commission? —1879, the Richmond Commission, and that is Lord Penrhyn's own evidence. "On finding "that I could not get any evidence against the "parties who did it, we got the county to raise "an additional force of police and to quarter "them in the district, and charge that district "with the amount of their expenses." And Lord Penrhyn goes on to say that when these people were thus punished in their pockets, the resistance to the enclosure gradually died away. That is an instance of the method of enclosure, and of the results of the protest of these poor peasants. These deliberate, and it seems to me authoritative, statements, as to how hill grazings and common pasture have been enclosed, how the rights to them are claimed to be vested in the

Chairman—continued.

rent receivers, and how they are made to swell the rent rolls of great estates, are facts of pregnant interest to the student of the economic history of the land of Wales under the influence of English rule and law, especially in the contrast which they afford to the student of the historical development of the agrarian laws and customs of Switzerland. In the ancient laws of Wales the common pastures and hill grazings were jealously guarded by the courts of the Cantrev and Cwmwd, because, so runs the law, "every wild and waste "belongs to the country and kindred (gwlad a "chenedl), and no one has a right to exclusive "possession of much or little land of that "kind."

Professor *Rhŷs.*

16,917. Do you know the reference to that? —The reference is, I think, in the second volume, page 522, of the Ancient Laws of Wales, published in the Rolls Series under the editorship of the Rev. Aneurin Owen. That was the cardinal principle. Every grant of the waste, every encroachment was carefully regulated by the Cantrev and Cwmwd courts. Grants were made of the common land by the chief and by the whole court. Every grant was made on the first and main condition that the land was to be cultivated, and any ownership in grants made out of the waste by the chief and the court of the Cantrev and Cwmwd only became established by virtue of generations of careful cultivation. With the revival of local self-government, some public and local control of the common pastures and hill grazings in the interests of rural economy may fairly be expected, as was done in one of the amendments of the Crofter Act of Scotland. The last of the five tests which were laid down at the outset is, perhaps, becoming the most serious and solemn question of all. Is the rent or surplus produce of the land over and above what is necessary to feed, clothe, maintain, and educate the tillers of the soil wisely spent in the interest of the community of Wales? The following table, drawn from the statistical abstracts of the Inland Revenue reports, shows the modern growth of rents in Wales, and their approximately present figure:—

	1814–5.	1842–3.	1879–80.	1889–90.	Per-centage of Rise since 1814-5.
	£	£	£	£	
Anglesea	81,000	129,571	191,681	184,897	128·26
Brecon	143,000	139,225	216,228	190,500	33·2
Cardigan	134,000	159,948	235,759	229,091	70·9
Carmarthen	254,000	340,694	423,509	441,094	73·9
Carnarvon	112,000	150,926	212,513	213,721	90·8
Denbigh	237,000	288,103	382,134	339,204	42·7
Flint	148,000	194,399	226,638	210,841	42·4
Glamorgan	242,000	272,024	342,433	328,908	35·9
Merioneth	102,000	109,415	147,455	140,335	37·5
Montgomery	192,000	259,595	347,963	327,960	70·8
Pembroke	191,000	278,345	363,624	356,896	86·8
Radnor	96,000	108,843	183,234	163,951	70·7
Total	1,932,000	2,431,088	3,273,191	3,127,398	61·0

	1814–5.	1842–3.	1879–80.	1889–90.	Per-centage of Rise since 1814–5.
Chester	851,000	962,573	1,200,435	1,156,652	36·
Cumberland	592,000	590,806	839,915	779,505	29·9
Cornwall	665,000	843,880	945,341	918,233	38·
Devon	1,438,000	1,671,459	2,018,815	1,823,996	26·7
Monmouth	244,000	305,252	365,893	317,539	30·1
Westmoreland	275,000	273,076	363,624	338,500	23·
Total: Selected English Counties	4,065,000	4,647,046	5,734,023	5,334,425	30·1
Rest of England	30,263,000	—	—	33,669,407	11·2
England	34,328,000	39,127,462	48,352,389	38,903,832	13·3
Wales	1,932,000	—	—	3,127,398	61·

Professor *Rhŷs*—continued.

I will not trouble the Commission with this table more than to point out its main features. I take the rents of 12 counties of Wales, the 12 counties as they are placed in Government reports, and I take the rents first of the year 1814-1815, before the financial collapses and dislocations of industries after the great Napoleonic war. The rents of Wales in that year amount to 1,932,000*l.* Then I give the figures for 1842–3, and then I give the figures for 1879–80—the high tide of the rents of England and Wales, I suppose, on the whole—and then I give the figures of the rents for the years 1889–90, and the total for 1889–90 is 3,127,398*l.* That shows a per-centage of increase between 1815 and 1889 of 61 per cent. I may take two simply; I will take one of the most favourable, Merioneth. Now Merioneth had in 1814–15 a rental of 102,000*l.* In 1889–90 it had a rental of 140,335*l.* Then I take one of the less favourable cases, that of Anglesey. 81,000*l.* was its rental in 1814–15, and in 1889–90 its rental was 184,897*l.*, or a per-centage of rise of 128·26. During that time the rental of the whole of England rose from 34,328,000*l.* in 1814–15 to 38,903,832*l.*, or a rise of 13·3 per cent. When these figures were first produced in the House of Commons, and discussed in the country, there ensued a very vigorous correspondence, more especially in the columns of the "Times." Letters and figures were hurled at my head to disprove the statements which I made, and to depreciate the

Professor *Rhŷs*—continued.

effect of the figures. It was said that the test as between England and Wales was not fair; because England was in the main a great corn-growing country, and Wales was in the main a grazing country; and they said there lies the secret of all the discrepancies of the figures. The objectors to my figures said, take the counties like Chester, Cumberland, Cornwall, Devon, Monmouth, and Westmoreland, the counties most like Wales, and see how your figures fare then? I accept the challenge at once. The figure for these English counties selected by those who desire to depreciate the figures which I have quoted was in 1814–15 4,065,000*l.* The figure for those counties in 1889–90 was 5,334,425*l.*, or a per-centage of rise of 30·1, namely, exactly half of the per-centage of the rise of the rents of Wales. Now I have given the most favourable figures, the figures which my objectors challenged me to examine, and now I come to what I hope will be a more impartial source; I will go to the reports of the Board of Agriculture. The Board of Agriculture has divided England into grazing counties and corn-growing counties. I do not know whether the Commission would desire me to read the list of what are considered the grazing counties of England, but perhaps I can put it in and save you the trouble, but I have taken these counties carefully out of the statistical abstract.

16,918. We shall be glad to hear them (*the witness handed in the following table*):—

Description of Crops.	In Grazing Counties.		In Corn Counties.		In all Counties.	
	Acres.	Per cent.	Acres.	Per cent.	Acres.	Per cent.
Corn crops	2,274,385	16·8	3,940,497	34·1	6,214,882	24·8
Green crops	1,059,073	7·8	1,471,377	12·8	2,530,450	10·1
Clover and other grass under rotation	1,484,000	11·0	1,278,021	11·1	2,762,021	11·0
Flax	905	0·0	882	0·0	1,787	0·0
Hops	9,977	0·1	46,168	0·4	56,145	0·2
Small fruit	16,350	0·1	36,619	0·3	52,969	0·2
Bare fallow	128,295	0·9	281,677	2·4	409,972	1·6
Total of Arable Land	4,972,985	36·7	7,055,241	61·1	12,028,226	47·9
Total of Permanent Pasture	8,585,986	63·3	4,499,131	38·9	13,085,117	52·1
Total	13,558,971	100·0	11,554,372	100·0	25,113,345	100·0

Professor *Rhŷs*—continued.

You will observe that the grazing counties or Western Division includes the following counties, viz. :—Chester, Cornwall, Cumberland, Derby, Devon, Dorset, Durham, Gloucester, Hereford, Lancaster, Leicester, Monmouth, Northumberland, Salop, Somerset, Stafford, Westmoreland, Wilts, Worcester, York (North Riding), and York (West Riding). The acreage of corn crops to acreage under permanent pasture in this grazing division is as follows :—2,274,385 acres under corn crops, a per-centage of 16·8; under permanent pasture, 8,585,986 acres, or a per-centage of 63·3. Now I have taken these counties in the following table :—

English Grazing Counties according to Board of Agriculture.

Counties.	Schedule B. 1814-15.	Schedule B. 1889-90.	
	£	£	
Chester - - -	851,000	1,156,652	
Cornwall - - -	665,000	918,233	
Cumberland - - -	592,000	779,505	
Derby - - -	747,000	860,418	
Devon - - -	1,438,000	1,823,996	
Dorset - - -	597,000	690,496	
Durham - - -	575,000	578,273	
Gloucester - - -	1,026,000	1,044,989	
Hereford - - -	554,000	662,441	
Lancaster - - -	1,545,000	1,741,501	
Leicester - - -	853,000	816,674	
Monmouth - - -	244,000	317,539	
Northumberland - -	1,056,000	895,597	
Salop - - - -	870,000	1,079,673	
Somerset - - -	1,575,000	1,762,396	
Stafford - - -	912,000	1,082,624	
Westmoreland - -	275,000	338,500	
Wilts - - - -	1,019,000	901,280	
Worcester - - -	645,000	717,730	
York - - - -	3,764,000	3,945,508	Rise since 1814-15.
	19,804,000	22,116,025	=11·6
Corn-growing counties -	14,524,000	16,787,807	=15·5
£	34,328,000	38,903,832	=13·3

Taking the rents of 1814–15 and the rents of 1889–90, I find this result, the rents in 1814–15 were 19,804,000*l.* in the grazing division; in 1889–90 they were 22,116,025*l.*, or a rise since 1814–15, not of 61 per cent, as in Wales, but of 11·6 per cent. I have then taken the corn-growing counties and I find that the rental of the corn-growing counties in 1814–15 was 14,524,000*l.*, and that the rental of the corn-growing counties in 1889–90 was 16,787,807*l.*, or a rise of 15·5 per cent.

Now these figures speak for themselves. The occupiers pay the land tax, the poor, public health, education, highway, police, and county rates, yet in Merioneth, where 140,335*l.* was paid as rent in 1889–90, the county is ill provided with public institutions. In a land and among a peasantry singularly devoted to social converse there is not a public village institute or hall, keenly fond of reading there is not a public library. In a changeable climate mainly damp, where the homes are small and confined, there is not a single hospital or public dispensary. In a land whose people are singularly attached to the soil and its associations the dwellings of peasants and cottages are allowed to fall to ruin. I venture to think this is too severe a strain and cannot last.

Chairman.

16,919. That is your evidence?—That is my evidence, my lord.

Lord *Kenyon.*

16,920. Mr. Ellis, I think your chief complaint is insecurity of tenure, is it not?—That is my chief complaint, as it bears upon the morale of the tenantry and upon the husbandry of this county and of Wales.

16,921. I do not see that you make any remark about leases?—No, because there are none.

16,922. Why is that so?—First of all, the period of leases is ended. I cannot exactly say why, whether it was that the tenants disliked them or that the landlords disliked them, but I have a shrewd suspicion that they were disliked by both, for this reason when the leases came to an end the landlords, took the whole of the improvements and enhanced the rent. Moreover, in the period of the rises of prices, and especially during the last 50 or 70 years, rises in rent were made far more easily under annual tenancies, so that in one way or another leases have become very uncommon. Why they are uncommon now is extremely patent. Landowners might offer them. Mr. Price yesterday very generously offered leases on his estate, but the question that must have shot through every farmer's mind was, "Upon what rent?" Well, of course upon Mr. Price's rent—upon the landlord's rent What the tenants say is, "We cannot bind ourselves for 20, or 30, or 50 years upon a rental which is decided by a landowner, and not decided by any impartial authority between the landlord and the tenant.

16,923. But take the case of a man coming into and taking a farm, I will say—not a hereditary tenant?—Yes.

16,924. He agrees with his landlord as to the rent. Why should not he accept a lease?—Of course, first of all it is hardly ever offered to him. When the lease is offered I should say that, first of all, he would consider that the rent which is asked for an annual tenancy is not a rent that ought to be asked for a lease; for the reason that he has then become absolutely responsible for everything on the farm—buildings, accidents, bad seasons, and everything.

16,925. That is according to the lease entirely?—Certainly. I believe that under proper conditions a system of leasing is one that

Lord *Kenyon*—continued.

promises best for the future husbandry of this country.

16,926. I have known a case on my own estate where a tenant having been a leaseholder for a long time preferred to remain at the same rent on a yearly agreement. I offered him a fresh lease on the same terms for 7, 14, or 21 years if he liked to have it, and he was much more pleased to remain a yearly tenant?—At the same rent.

16,927. Perhaps you can explain to me why?—It was at the same rent.

16,928. At the same rent—as it was then. If it was a fair rent for a lease, why should not he take a lease? You were just pointing out to me that it would be probably a lower rent for a lease than for a yearly tenancy?—Yes, naturally, and a rent which was, say, 100*l.*, with undoubtedly a generous landlord to give him reductions and abatements, is a very different thing to 100*l.* which is fixed, where he himself is responsible for buildings, accidents, and improvements.

16,929. He was not responsible for anything of that sort. From every landowner, I think, and from every landowner's agent, we have seen that there is every disposition on their part to grant leases if the farmers choose to ask for them, but they are never asked for. Then you referred to a re-valuation which seemed to be an unwelcome one; that was Mr. Jenkins's re-valuation. Was he an experienced valuer or not?—The result was unwelcome.

16,930. Was he an experienced valuer, because, as I understand you, the rents were raised?—Yes, in every case.

16,931. But was not he an experienced man?—Yes, probably an experienced valuer.

16,932. I forget what date you said it was, but I think you said 1876?—Yes, 1876.

16,933. That was a very prosperous time?—I ought to point out, if you will allow me, that he was a valuer appointed by the landowner. No tenant had any choice whatsoever or any influence upon him.

16,934. Probably it would not be regarded then as an independent valuation?—No, and his valuation would be made of course by simply looking at the farms from outside and making no account whatsoever of the improvements that had been made by the tenant.

16,935. Of course not. You stated what is undoubtedly a fact, that the labourers are drifting to the towns, but I do not think you said why in your opinion they are drifting to the towns?—The reply is very complex. One reason is that there is a tendency all over the world towards social and city life, with its industry and its attractions. That is a tendency which we may like or dislike, but in Wales that tendency has been accentuated enormously by the fact that cottages, and especially cottages with gardens, are allowed to fall into ruin, and that farms in many cases have been consolidated, and houses and lands attached where families in days gone by lived and thrived are now parts of other farms.

Lord *Kenyon*—continued.

16,936. According to Mr. Lleufer Thomas's report, I think he says the agricultural labourer was never so well off in Wales as he is now?—Certainly as many of them as there are.

16,937. And, therefore, you think that it would be an inducement to them to stop in the country if they could. Your opinion is that there are too few houses for them?—Yes, and there is a vast amount in their condition still which is most unsatisfactory. It is only that their condition is relatively better according to Mr. Lleufer Thomas's report, I think.

16,938. Exactly. Their wages are higher probably?—Yes, their wages are higher, but none too high.

16,939. Their food is cheaper?—Their food is cheaper certainly.

16,940. And their clothing is cheaper?—Yes.

16,941. And their standard of comfort is improving?—Slowing, but steadily improving. There is still very great room for improvement.

16,942. I do not quite know then how to keep the labourers in the country except by building more houses?—Yes.

16,943. How are those houses to be built, that is the question that troubles me a good deal. One gentleman in answer to a question of mine said a house could be built for 60*l.*—a good labourer's cottage—but that you entirely deny of course?—With regard to that all I will say is this, that a very comfortable cottage could be built by a farmer or by a townsman at a very much cheaper rate than it can be built by a great landowner.

16,944. I suppose you mean that the labourers work better for the farmers or the townsmen?—No, I do not think they do, but a great deal of the wages are paid for superintendence with regard to the planning of cottages and building them, which would be obviated by an artisan or a farmer who built a cottage.

16,945. Take contract work, for instance; I could not get a man to build me cottages for 60*l.*?—No, not for 60*l.* I think that was a too hopeful estimate.

16,946. It is a matter of capital and return for capital, is it not—building a cottage for a labourer—in some degree? I mean supposing you were to spend 100*l.* or 120*l.* you would expect to get something back in the shape of interest?—Certainly, but I think it is one of the very first duties of a rent-receiver, if I may say so, to see that his estate is well provided with buildings both for labourers and for farmers

16,947. I perfectly agree with you. The only thing is I want to find out what in your mind is the remedy by which we may keep these labourers in the country. I deplore the depopulation very much, in fact?—So do I, heartily.

16,948. I want to know how to keep the people here. It seems to me if a man will not lay out money in building cottages because the rents he gets are too small, and if everything else that can be done is done to keep the labourers in the place, it is not much use unless

Lord *Kenyon*—continued.

some public body is constituted ?—With regard to that I would say this: under the present system of land tenure by which a sum, such as I have referred to in Wales, amounting to something like 3,000,000*l.*, is paid in rent, the duty in the first place undoubtedly devolves upon the rent-receiver. Under another system, such a system, for instance, as has gradually been built up in Ireland, and in the Highlands of Scotland, I think the local authority can and ought to do very much. I believe in Ireland the Labourers Acts have done enormous good, and that the benefit which will accrue is only just beginning to be felt, and I am looking forward hopefully to the time when similar work will be done in Wales.

16,949. And the return on the capital does not exceed in that case about 2½ per cent. ?—No, I suppose not.

16,950. You mentioned something about enclosures—enclosing sheep runs. We had some evidence that there are such things as disputes about the sheep ?—Yes.

16,951. And that in many cases a boundary fence was put up because it got rid of these disputes ?—No doubt a boundary fence does good. It just settles for the time a quarrel. Personally I am against fencing our hill pastures, because it contravenes the spirit of what I consider a thoroughly good law, that what may be called the reserve land of the community should not be appropriated for ever by private individuals, but should as far as possible be reserved to public use.

16,952. I know of a case where a tenant farmer was glad to get a fence put up ?—The present race of tenant farmers would gladly get a wall just as very often the present race of commoners will very gladly give up their commons sometimes for a dinner, and sometimes for a money consideration; but what I hold is, that the present race of tenants and the present race of commoners have no right to deprive posterity for ever of the rights which belong to the community.

16,953. You say one or two owners stated that these sheep runs were vested in them. I suppose they mean they bought the Crown rights to those hills. Is that it ?—I do not know. It is a very interesting question.

16,954. They become possessed of them in some way ?—Yes, in some way. They claim them evidently.

16,955. Are you a sportsman ?—No, I do not think I am.

16,956. You made many remarks about game ?—Even if I were inclined to be a sportsman, the history of this district would make me stop.

16,957. Tell me about these English and Scotch gamekeepers who, you say, were introduced and dotted all over the estate. Is it still the case that they are a race of men repugnant to the people in the neighbourhood ?—They are not loved.

16,958. Is the feeling better, do you say ?—It is better, for two or three reasons. At one time the repugnance of the country was so great, that there were actually bands of young farmers and labourers going about the fields at night, maintaining terrible fights with keepers, not for the mere purpose of poaching, but as a rough country protest against the system which had grown up. Then again the public opinion of the country was expressed in all sorts of ways against the horrible increase of rabbits and game. That had, undoubtedly, as the years rolled on, a salutary effect upon the management of estates—for instance, of the Rhiwlas estate—and rabbits were destroyed, and during the last few years rabbit warrens have been built. Personally I think, it is a very ill-advised policy from the point of view of rural economy to have game farms instead of tenant farms and peasant farms. That is my own opinion.

16,959. That is a matter of opinion, because the rabbits are as much an article of food as anything else ?—Yes, but I think that the first principle which should guide the ownership and the control of land is not the production of food, but the production of men.

16,960. But a rabbit warren entails a certain amount of employment of people to look after it ?—Yes.

16,961. Almost as much as it would if it were used agriculturally ?—Perhaps, but if you knew the social life of Wales the difference in their value to the community between the people who take care of game and who take care of farms is a very significant difference.

16,962. I trust that may be altered. I do not see why there should not be a good gamekeeper as well as a good farmer ?—Oh, there are many good ones.

16,963. With regard to this game question and the effect of a landlord residing on his estate, are you in favour of landlords being absentees or not ?—I am against it.

16,964. You think they are better residing on their estates ?—Yes.

16,965. They do a certain amount of good ?—Some do a great amount of good, although many landlords who are resident on their estates know extremely little of the real life of their estate. I think that sometimes with every good intention their want of acquaintance with the real life of the district is quite pathetic.

16,966. I think perhaps they are trying to remedy that. I know two sucking landlords are being taught Welsh at the present moment. One is the young Lord Powis and the other is the young Sir Watkin. Do you not think that a small amount, I do not say of excessive game preserving, but some amount of it, keeps the landlord on his estate and gives him some amusement there ?—I quite admit it.

16,967. It is the carrying it to excess that is bad ?—Yes, it is the carrying it to excess—showing to the country that the thing seems to be of the very first interest of the landowner. It is that which I think touches the conscience and intellect of the country.

Mr. *Griffiths.*

16,968. You consider that landlords as a rule do not sufficiently recognise that the tenant has much capital invested in the land which he cannot carry away with him at a 12 months' notice?—That is so; they do not. One of the highest authorities, I suppose, on agriculture, Sir James Caird, laid it down definitely that farmers, as a rule, were unable under any arrangement to recover at least 15 per cent. of the capital which they had sunk in their farms in various ways.

16,969. I entirely agree with you. They cannot as in the case of a labourer take their goods and remove to another cottage; that is not the case with the farmer?—No, or as is the case with the transfer of a share from one stock to another.

16,970. With regard to leases, is it not the rule that landlords when a tenant applies for a lease generally think that the farm is cheap?—I cannot speak from experience on that point.

16,971. That is the rule in our country that farmers are afraid to ask or a lease thinking that the landlord will at once say, "Oh, that "farm is cheap or else he would not want a "lease"?—That I cannot speak to from experience. Leases are extremely rare in this country now.

16,972. Do you not think it would be the means of keeping the labourers more in the country and prevent them running into towns if they gave them a plot of land to keep a cow or two?—Certainly. I look forward very hopefully to the working out of two tendencies in Wales as in England; first, the allowing freer and easier access to the land for the labourer; and secondly, the growth of a vigorous and corporate village life.

16,973. Do you think that would also tend to bring up the children into agricultural occupations?—Certainly; and I think that is of enormous importance, because the real farmers are those who are bred and born on the land as labourers and as farmers.

16,974. I see in Mr Doyle's report a remark is made by the late Mr. H. P. Goode who was a very excellent man in the county in which I live. I will just read it to see whether you agree with it:—"There are, how-"ever, redeeming features in the system of "very small farms. The smaller farms, whose "tenants occupy from 5 to 100 acres, of which "there are a great number in this country, "employ their own children, both boys and "girls, at a very early age, to look after their "cows, watch over their crops to keep off "birds, watch their bees, and the little girls do "the house work, whilst their parents are "employed in the fields. They are generally a "very industrious race, and when the girls and "boys come up to 14, 15, or 16 years, they go "to service, some to farms, others to families. "Girls as nursemaids, under housemaids, and "maids of all work to small establishments; "they carry with them their industrious habits, "and in good, considerate families they make "first-rate servants." Do you agree with that?

Mr. *Griffiths*—continued.

—I agree with every word of it, and I would say further, that, apart from the material good to the community of having such a class, the moral good is incalculable. Practically, all the leaders of thought and activity and influence in Wales during the last 200 or 300 years have been sons of these small holders—these small peasants. The evidence given in 1889 before the Small Holdings Committee by Mr. Thomas Jones, of Brynmelyn; by Mr. A. C. Humphreys Owen, of Glan Severn; and by others, conclusively proves that the value of this class to the community is incalculable, and the Committee in its report (it was Mr. Chamberlain's report) fully appreciated this.

16,975. Is there any information you could give us as to a remedy for these things?—Well, I introduced in 1892 a Land Bill.

16,976. Perhaps you could just give us an extract from that?—I think the Bill is based on two great Parliamentary experiments—two great Parliamentary enactments: the Irish Land Acts, but more especially the Crofters' Act of Scotland; and I venture to think that as the Commission come into contact with the actual life of Wales the greater similarity they will find between the history and the condition of the Highlands and of Ireland on the one hand and of Wales on the other. In this Bill—which was brought forward by a body of members representing Wales—I have followed the lines of these great agrarian enactments in two ways, first of all by making a land court the starting point for a new system of land tenure; the starting point, I say, because I believe that no Purchase Act and no Small Holdings Act will ever be really valuable and workable unless you first of all have a land court to fix fair conditions of rent and of tenure, and to prepare the way for purchase of farms under various conditions, whether by the local authority or by the occupier or in any other way. That is the first part of the Bill. Another, and of course a subsidiary part is the one which attempts to deal with what Lord Kenyon referred to, namely, the quarrels and the disagreements and misunderstandings with regard to the common grazings and hill pastures of Wales. I believe that at the time, this Bill was considered to be too extreme, but I believe that there is hardly anything, if anything, in it which in one way or another is not embodied and acknowledged by the best landlords in the country. It is true that the power of having an impartial authority to fix rent as between landlord and occupier is not acknowledged as such or specifically by any landowner, but we know well of landowners who would never dream of revaluing their estates with a view to a rise of 15 or 20 or 30 per cent., or of raising their rents with a view to putting the estate in the market, or with a view of raising rents after purchasing, in order to have a commercial interest upon the transaction. There are many landowners who would not dream of exacting such rents. They only ask for rents which enable the tillers of the soil to have a fair and a decent maintenance,

Mr. *Griffiths*—continued.

and some margin for old age and for accidents, and for allowing their sons and daughters to have some fair start in life and in employment. With regard to insecurity of tenure, there is a clause in the agreement which I think will ever be to the credit of the owner of one of the estates, which gives to the tenants security of tenure, and I say that such a clause embodied in an Act of Parliament would be only what landowners sometimes great already. With regard to a clause making alarger provision for unexhausted improvements, I think this is only the barest act of justice to a tenant, to give him fair compensation for all the permanent and unexhausted improvements which he has made upon his farm. It is also a great incentive to agricultural enterprise, labour, and activity.

16,977. It has been said as an objection to the land court that it would deprive the landlord of any interest and pleasure in his estate. Do you think so?—No, I do not think so with regard to the majority of landowners, and more than that, if they took no interest in it, and if they said, "We will have no more to do with this land, we will build no more," that would bring temporary loss probably, but the land must be cultivated, and people will till land, and will build houses, under some other system, if the landlords under a Parliamentary enactment sulked and refused to take any further interest in their estates.

Mr. *Richard Jones.*

16,978. In respect of a land court, Mr. Ellis, would you suggest that a land court should come in between the landlord and tenant in the first instance, or should it be simply a court of appeal, that is, a court of appeal for either party to go to in case of failure to come to agreement?—A court of appeal, certainly. I may illustrate that by what happened yesterday in the Town Hall. One of the witnesses before your Commission complained bitterly of railway rates, and he said in reply to a question that he thought it was a very good reform to have a court to decide questions between the railway company and the trader and the farmer. That is, of course, the court of appeal, which all the trading community in this country has been asking for. Now I venture to think that as between a great railway company and a trader there is not half so great a gulf fixed as there is fixed between a great landowner and a witness such as that widow who gave her evidence before you yesterday. If it is necessary for a powerful trader to have some outside body to appeal to, how much more necessary, in reason and in common sense, is it for a Welsh peasant, like a Highland peasant or an Irish peasant, to have a court to which he can appeal?

16,979. I suppose you would suggest that the court should not only decide questions of rent, but questions of repairs. The question has been repeatedly put by the representatives of the landlords to witnesses: "In case a land court was established, do you think the landlords would ever spend anything on repairs?"—Quite so,

Mr. *Richard Jones*—continued.

and the question is generally put with a view of getting a negative reply, as if the thing were a self-evident proposition. First of all, I have an infinitely better opinion of landowners than their own friends have evidently, and secondly, there is a special provision in this little Bill for repair and building by a landowner, which is as follows:—"The rent of any holding, subject "to statutory conditions of tenancy and rent, "may be increased in respect of capital laid out "by the landlord under agreement with the "tenant to such an amount as may be agreed "upon between the landlord and tenant, and "sanctioned by the said Commission, and the "landlord shall have the same rights and powers "to enforce the due fulfilment of such agree-"ment as to recover payment of the rent."

16,980. Again, under a land court would there be, or should there be, a statutory condition with respect to cropping—that there should be more freedom of cropping?—Certainly, in the House of Commons, when I moved the second reading of this Tenure of Land Bill, I ventured to read some clauses in agreements, and as usual I was told that it was perfectly preposterous to raise these objections to agreements on Welsh estates; that either they were intrinsically good in themselves, or, if not intrinsically good in themselves, they were only just what agreements were in England. Well, of course Welsh farmers do not live under agreements in England, and with regard to the intrinsic good of Welsh agreements the Commission has already exploded this claim to their being intrinsically good. One of the greatest authorities on agriculture, Mr. Slaney Wynne, at Dolgelley, said that really these agreements wanted complete remodelling. I believe the case for the present agreements has already been given up, and I venture to think that the difference as between many farms on the same estate is such that it would be very well for a landlord or for a tenant to have an outside body to which to appeal to decide questions of cropping and questions of husbandry. See 8214–8219.

16,981. You think that a tenant should have perfect liberty to cultivate the land in the way he likes, provided that he does not weaken the land?—Certainly.

16,982. How do you propose that the game question should be settled?—It is a very difficult question. I understand that the law at present is that all game belongs to the occupier, but of course on great estates the law of the land does not necessarily run, because despite the law the agreements say that all the game must be reserved for the landlord, and to such an extent has this been carried now on many estates that you cannot even catch a trout in a mountain stream or course a hare or rabbit on a mountain side, but that some keeper prowls about and says that you are doing an illegal act. I have no wish specially to reserve game as such for the occupier. I should hope that there would be such change in the whole ideal of landlords and tenants that they would not practise

Mr. *Richard Jones*—continued.

this excessive preservation of game, and the pursuit of it, as a great ideal of life.

16,983. I suppose inasmuch as the game is kept at the tenant's expense that he should have the whole right to it if he chooses to preserve it?—I would not like to encourage any tenants to preserve game either. They would be just as bad as the landowners, at least some of them would be.

Mr. *Grove.*

16,984. You have mooted your Tenure of Land Bill. Could you supply the Commissioners with a copy of that document?—I should be very happy to do so.

16,985. Perhaps you are aware that Mr. Bryn Roberts has given evidence, and has given us his Bill, or it has been promised to us, and some of us have copies?—If I may say so I think the Commissioners have a perfect right to call upon Her Majesty's Treasury to supply them with any number of copies of Bills presented to Parliament.

16,986. Does your proposal vary very widely from that of Mr. Bryn Roberts?—Yes, I think widely, although in essence it is not very different. The principle against which landowners and agents fight is the principle of having any authority whatsoever outside themselves to settle differences between the landlord and tenant. That principle Mr. Bryn Roberts seeks to establish by setting up a system of arbitration to settle differences of rent and conditions of tenancy. In my own case, in this Bill I have asked that a land court or Land Commission should be set up for two or three purposes; first of all, you will then have the machinery close by; every tenant will feel—"Well, I can go on doing the very best with my "farm, and if there is no disagreement I never "need go near it; if there is a case of disagree-"ment there is the land court to which I can "appeal; I can by the payment of 1*s.* 6*d.* or "half-a-crown for the form appeal to the Land "Commission to decide my difference with my "landlords, just as my fellow Celt in the High-"lands can do." One objection has been brought forward to a land court, and it is this, that it is expensive. Now it need not be expensive or of any expense whatsoever to the tenant or the landlord, for I have looked very carefully into the working of the Crofters' Act, and all the payment that a crofter need make is the 1*s.* 6*d.* for the application form to have a fair rent fixed or a holding enlarged. A notice is then sent to the landlord and both appear before the court. If he tells his own story in person, as landlords and tenants tell their story to you, no greater expense need be taken upon it than was taken upon settling that very interesting question between Colonel Evans Lloyd and Thomas Davies yesterday. I ought to say this with regard to the expense of the court, that it would fall upon the State. I believe that in this matter Wales has a strong claim upon the State, because for all ordinary purposes of a judicial and a police system Wales makes extremely small demands upon the Exchequer. The progress

See 13,167–13,222.

See 16,790–16,791.

Mr. *Grove*—continued.

of judges through the greater part or through all rural Wales is simply an empty pageant, it is a holiday, it is a matter of the presentation of white gloves in one county town after another. The main cause of difference in Wales really is agrarian, and a court set up for the special purpose of settling agrarian differences, and of giving security of tenure and fair conditions of tilling the land in Wales, would do really in Wales what the State does in Birmingham and Manchester when it sets up an expensive machinery for the punishment of crime, and the settlement of civil, shipping, and commercial suits.

16,987. With regard to your evidence in chief as to hill grazings and common pastures on page 10 in the summary of the evidence you have given, do we gather from you that the provisions of the Crofters' Act if applied would be useful?—Most useful. If I remember rightly the Crofter Commission decides questions—in fact I am certain of it—relating to hill grazings and common pastures. They decide whether a large crofter or a large farmer takes unfair advantage of his power by placing too great a stock upon the common pasture, and in some cases I believe the Highland Land Court has given to crofters the rights of pasture on the hill land, who before the Commission came had no rights, owing to some system or accident or other.

16,988. Then I presume that body is a permanent body under the Act?—That body is a permanent body under the Act.

16,989. Do we gather from you that you think there is not sufficient agricultural labour on the land properly to develope the land; is that your view?—That is my own view, which may not be of much value. I think that is the view of every practical agriculturist in Wales.

16,990. Does it arise in your opinion from the want of cottage accommodation to some extent?—Partly, but very largely undoubtedly during the last 10 or 15 years owing to the various causes arising partly out of the depression of agriculture and partly out of tenure of land and the exaction of high rents.

16,991. And the competing industries of various kinds?—Yes.

16,992. In looking at the cost of a cottage for an agricultural labourer, in your opinion is it fair for simply the interest upon the outlay to be looked at; should it not comprise the increased comfort of the tenant farmers and the labourers as well as the increased value of that labour on that land?—Certainly. Under the present system landlords set their rents on this principle; that they supply practically all the machinery, so to speak, of cultivation—houses and draining. Well, I take it that as part of the machinery comfortable and accessible labourers' cottages ought to be included.

16,993. Do you think that the consolidation of small farms has been brought about to any extent by the landlords not being prepared to rebuild and keep in a proper state of repair the buildings on the smaller farms?—Undoubtedly, and for another reason. I do not believe that

Mr. *Grove*—continued.

many landowners have ever realised first of all the strong desire which people have, so long as they are fairly comfortable, to remain on the land, and secondly, I do not think that they have realised what a value many of these small tenancies are to the actual life of the district, the glen and the country side.

16,994. In alluding to the buildings by your father upon his farm you stated that under the agreement the compensation for buildings would run out in say a year or two from now. Of course there is a limit of time?—Yes. No doubt the provision in Mr. Price's agreement, that if a tenant leaves the first year after he has built he will get the full compensation, and that then the compensation is to diminish in twentieths, is a liberal provision; still I venture to think it is insufficient.

16,995. Do you suppose that that varies from the provisions of the Agricultural Holdings Act in any way?—Yes; it is undoubtedly an alternative to the Agricultural Holdings Act. I believe it would be considered an alternative.

16,996. By a mutual agreement between the two, I suppose?—Yes, I suppose so, although I think that the agreement might be considered void at law; but I think it would depend upon all the circumstances of the case under the provisions of the agreement as tested by the Agricultural Holdings Act.

16,997. One would have to carefully analyse every word of the Agricultural Holdings Act; I can see that?—I desire to say this, if you will allow me, with regard to the Agricultural Holdings Act, that, although I believe it was really a very laudable effort to settle the difficulties felt throughout the kingdom, yet, so far as Wales is concerned, for one reason or another, it is a dead letter. I believe it has quickened the sense of landowners in making their agreements, and so far it has done good; but in the main it is a dead letter in Wales.

16,998. I am sorry to be obliged to trouble you with one other question, about the game, we have heard a good deal about it. Do any of the large landowners in this district to your knowledge rear game for sale, for profit, as distinguished from sport?—Oh, undoubtedly.

16,999. They do?—Undoubtedly.

17,000. And do you consider that where that is the case the probability is that there would be a greater infliction of damage on the tenants?—Much greater, and I consider mainly that that is the system which is against public policy.

17,001. Are there any local landowners, especially in this immediate neighbourhood, who rear pheasants for profit, for sale, do you think?—By the hundred and thousand, so I understand.

Lord *Kenyon.*

17,002. Hundreds and thousands of pheasants you mean, not landowners?—Quite so, not landowners; we have not come to that yet.

Professor *Rhŷs.*

17,003. Would you say there was any difference between Wales and England as regards the land question?—I do not believe, so far as I know, that there is any difference in the actual law, but there is an enormous difference I think in the administration of the law; and in the question of land really a great landowner in many respects ousts the law of the land. He really is legislator and administrator on his own estate, and the differences that exist between various estates and the differences between the various periods on the same estate are such as to show that it is not the letter of the law but the spirit of the administration which tells on tenure and upon society. There is the same law in Llanuwchllyn to-day as there was in 1859, but in 1859 the evictions on Sir Watkin's estate struck terror into the people of Llanuwchllyn and the district. To-day, so far as I can understand, Colonel Hughes is what he has been in the Vale of Clwyd—a land court in himself. What there may be after Colonel Hughes has gone we do not know, and that is why we ask that Colonel Hughes should, so to speak, be placed in an Act of Parliament. See 68

17,004. I see what you mean. Would you say that, roughly speaking, what the best landlords and their agents do and what some of the inferior landlords profess to do might reasonably suggest a line of legislation which would be reasonable on the whole to all parties?—Certainly.

17,005. I do not know that you recommend that as an actual line of legislation, but that is conceivable?—It is quite conceivable.

17,006. With regard to distribution of land and population, and character of agriculture, what would you say with regard to the Welsh farmers as compared with the English farmers?—With regard to that I think the best reply I can give is to quote the reply which Mr. Doyle made in 1879 to the Richmond Commission. I ought to say Mr. Doyle was a Commissioner for eight English counties—Oxford, Stafford, Warwick, Gloucester, Worcester, Salop, Hereford, and Monmouth, and he was Assistant-Commissioner for 12 Welsh counties. This is how Mr. Doyle prefaces his report:—"The eight "English and 12 Welsh counties comprised "in this district exhibit greater variety and "more marked contrasts in the distribution "of land as well as of inhabitants, in the "character of its agriculture and in the con-"dition and habits of the rural population "than would probably be found within similar "districts in any other portion of the kingdom." I think it is unnecessary for me to point out the difference between the mass of the rent-receivers of Wales in politics, religion, language, and social aims, as compared with the mass of the tenantry in Wales in religion, politics, language, and aims.

17,007. You have said that the gap between the small Welsh farmer and the landlord is very great?—Yes, in reality it is very great.

Professor *Rhŷs*—continued.

17,008. Much greater than it would be between an English farmer and his landlord?—Very much greater.

17,009. And we have had it illustrated in many cases—at least, allusion has been made to it—that on the other hand the gap between the tenant farmer and the labourer is correspondingly small?—Take Wales as a whole it is very small. It is small because farmers are small and they live together, and it has been made smaller by the Nonconformity of Wales. The labourer and the farmer and the tradesmen are on a greater basis of equality in their chapels and in the polity and government of their denominations than any body of men I know in any part of the kingdom. Of course we have instances—innumerable instances—where labourers are the leaders and the deacons, and the much respected and influential deacons, of their chapels.

17,010. You would not go so far as to say that the deacons and the preachers, as we heard the other day, force the farmers to give evidence against their landlords?—Well, I have heard a good many preposterous things in my time, but that beats them all.

17,011. You say that "with the revival of "local self-government, some public and local "control of the common pastures and hill graz-"ings, in the interests of rural economy, may "fairly be expected." What bodies would you utilise in that respect? Do you allude at all to the county councils?—I would not like to give a reply right off to that, but I should rather think that in various ways the gradation, so to speak, of local government should have reasonable control of the land and common grazing. I think it is quite possible that in some respects parish and district councils should have certain powers over what one may consider the more public side of land; for instance, they should have far greater power to secure land for public purposes, and they should have greater power to regulate land, especially what is considered common land.

17,012. Would you, for instance, extend the borrowing powers of the county council to buy land as under the Small Holdings Act?—I took the deepest interest in the passing of the Small Holdings Act, and, as your Commission is aware, a sum of either 5,000,000*l.* or 10,000,000*l.* (I forget now which, I think it is 5,000,000*l.*) from the Public Works Loan Commissioners is at the disposal of the county councils of England and Wales, according to their rateable value; but I believe the Small Holdings Act can only be made effective, and can only be made to live, after some such Bill as this Bill of mine, the Land Tenure (Wales) Bill, is passed and a land court is set up.

17,013. You do not consider that the Small Holdings Act is now being carried out to any great extent?—No, and I do not think it can be in Wales, and not very much in England either.

17,014. I am not quite clear as to your answer to the question I asked about the county council. I asked if you would give the county council powers to buy land?—Yes, I would certainly.

17,015. You would give them powers to borrow money?—Yes, and I would go so far as this. I believe we are fast coming near the time when responsible local authorities like the county councils will have a right of pre-emption of estates in the market.

17,016. That brings me on to another question which I wish to ask you. I think I understand to some extent the difference between your Bill and that of Mr. Bryn Roberts, but how about the idea of land nationalization that we have heard of sometimes? How does your Bill stand in regard to that?—My Bill does not touch that. With regard to the question of land nationalization, I do not think we are, so to speak, called upon to decide for or against any special system of land nationalization, but my own belief is, I think, similar to the belief of most thinkers on land questions, such as John Stuart Mill, Herbert Spencer, Carlyle, and others, that the land belongs to the people, especially to the generations of people who have tilled it well and who will till it well. The people's is, after all, the very first interest in the land. But I do not desire to go into these questions of distant theories. I think one right step at a time is enough, and our duty is to bring practicable and immediate remedies for present ills.

17,017. Then may I ask whether your Bill, if carried into effect, would help that or stand in its way?—It would undoubtedly help it. I say so frankly. It would undoubtedly help it, very largely help it.

17,018. I want to ask you one question about the re-valuation on the Rhiwlas estate. What was supposed to be the reason for the re-valuation in 1876?—Perhaps the more or less human reason of taking advantage of the shining hour. It was a time of high prices.

17,019. You mean it was considered probable that the estate was under-rented?—I suppose so.

17,020. Then that re-valuation was really in order to raise the rents, you think?—One has only to judge by the result.

17,021. The result was very unpopular, but I think you suggest that there was an ineradicable impression amongst the people that the rents were in many cases raised above Mr. Jenkins' valuation?—Undoubtedly that is the impression in the country on the Rhiwlas estate.

17,022. That would partly account for the unpopularity of the re-valuation?—Yes, that would partly account for it, and then there is the feeling of uncertainty—that people do not know when a re-valuation might come again for some reason or other—and they feel—"Well, "if a re-valuation is to come it is not very wise "policy for us to put the whole strength of "body and brain into improvements if a re-"valuation like this can come again at any time."

Professor *Rhŷs*—continued.

17,023. Where is Fron Goch of which Mr. Roberts was tenant?—It is about three or four miles away.

17,024. What is the district?—It is the Cwm tir mynach district, I suppose. It is at the bottom of the Cwm tir mynach district.

17,025. That is the district I mentioned yesterday and I could not get an answer. You heard my questions as to the contributions towards the college?—Yes.

17,026. I asked why the people of Cwm tir Mynach refused to give their names, as it was said in the Report, "for reasons known to them "and others at the time." Can you throw any light on that? It refers to the years between 1858 and 1865?—Well, I think the dates which you give are a clue to that statement. For some reason or other the Cwm tir mynach people, the farmers of Cwm tir mynach, are considered in this district as people who are more afraid of the landlord than any people in this district, with the exception of the Llanuwchllyn people, about 20 years ago. About 20 years ago the Llanuwchllyn people were supposed to be and were undoubtedly greatly in fear of their landlord and their land agent. All that, I believe, has now become a thing of the past, and the terror is worked out and the Llanuwchllyn people are on the average as free as anybody else; but in Cwm tir mynach I believe that this terrible event of 1859, of turning the very best farmers on the estate adrift, has had an enormous influence, and during those years 1858 to 1865 there was developed in this neighbourhood, and more especially, I think, on the Rhiwlas estate, a policy of building what I call plantation churches.

17,027. I should like to hear something of that?—One of them was built at Fron Goch and the other at Sarnau, not because there was an abundance of churchmen, but because there was a hope that by various influences, Christian and otherwise, churchmen would gradually abound in those districts.

17,028. Has that hope been realised?—Not with brilliant success. At Fron Goch there is, I suppose, an average attendance of about 20, but the services at the church at Sarnau have long been discontinued. I know that in the Sarnau district the obtrusive interest which Mrs. Price—the Mrs. Price of that day—took in the religious and educational welfare of the tenantry there was such that Nonconformists not merely sent their children to the school during the week, but felt forced to go themselves and send their children to the Sunday school on Sunday afternoon, and it was always found that those who sent their children on Sunday afternoon to the Sunday school at Sarnau were not charged the threepence fee which was charged to those who came for secular education during the week and who went to the "ty cwrdd" or the chapel on the Sunday. I can quite believe that during that period, of what I may consider great Church of England zeal, these people of Cwm tir mynach, whose spirits were already depressed considerably by the evictions of 1859, were not very anxious that their names should appear in the reports as being contributors to the Methodist College at Bala.

17,029. You have incidentally made a remark which leads me to gather that threepence was the price of religion in that district?—I am not quite sure that that is a fair inference from my argument. I ought to say this at once. That was up to 1865. I believe that in the main, since then, the present proprietor of Rhiwlas has not cared a toss whether a man goes to church or to chapel, but, as I said before, there are different methods at different times and on different estates to teach insecurity of tenure.

17,030. May I ask you do the Cwm tir mynach people ever meet at public meetings to discuss social questions or political questions as people do in other neighbourhoods?—Oh, no, far from it; I think they are gradually emerging towards the light and freedom in that matter, but I think that if I went to hold a public meeting there would be considerable shaking of heads at Cwm tir mynach.

17,031. You do not think they quite like it?—No, the fear still exists.

Sir *John Llewelyn.*

17,032. With regard to political evictions in 1859 to 1868: that was before the days of the ballot?—Before the days of the ballot, yes. I believe that they very largely influenced the bringing about of the Ballot Act.

17,033. You mean that those evictions were considerably discussed at that time and were probably instrumental in bringing that about?—Yes.

17,034. Have there been any cases to your knowledge of political evictions since those days?—Since 1868?

17,035. Since 1868?—No, I cannot say that there have been anything like the sensational political evictions—the turning out neck and crop—of the best farmers in the whole district; but when the tithe agitation came, the old sense came up again that these people could not fight out their own tithe battle from fear of their landlords. I do not know whether it is true or not, but the rumour reached us in this part of the country, that in the Vale of Clwyd Col. Hughes refused absolutely to interfere in any way between the farmers in their struggle over the tithe question. He said, "I am agent "for estates in order to get good tenants, and "to get rents well paid, and these Nonconformists who are fighting the tithe battle are "my best farmers, and I am not going to harry, "or worry them, because of certain views of "theirs on the tithe question." But that was not the feeling on a great many estates.

17,036. Then with regard to the game, it is not the law with which you find fault, but the abuse of it or the extra use of it?—Largely so.

17,037. Then with regard to the migration of labourers from the country, do you not think that that is principally owing to the temptation

Sir *John Llewelyn*—continued.

of higher wages in these days at the works in South Wales and the quarries in North Wales?—That only partly accounts for it, I think.

17,038. Only partly?—Only partly.

17,039. Would you give me your own opinion as to the other part?—No doubt the agricultural labourers know that there is not merely good wage to be had in the industrial districts, but they have an idea that there is fair housing. They have an idea that there are greater social comforts and opportunities, and certainly far greater educational advantages. When they look round here in rural Wales they find first of all that their housing is very poor, that their wages, although much better than they have ever been before, are still not as high as in the towns; and when they especially find that there is neither a public room, nor an institute, nor a library nor any means of real recreation, they get tired of the land, and then, when they cannot find a cottage, or when they know that there is no vigorous village life, and no comfortable and well-warmed rooms in the village, they naturally drift to where they hope they will get greater educational and social and material advantages.

17,040. Would the better housing and these other advantages, if they were supplied in the agricultural districts, keep them on the land?—I think it would tend largely to keep them on the land, very largely. It would palpably check the present tendency.

17,041. Even though the wages were in the other places so much higher?—Oh, yes; I think I can give an example of that. Very many people who go to the industrial districts live there for a time, and are very glad again to return to the country, to build a little house and live the rest of their days in the country.

17,042. Then coming on to the question of compensation for improvements, and the instances you gave, do you think that compensation for improvements ought to be subject to no time limits?—No, I would not say that, but I cannot help thinking——

17,043. In the very interesting account you have given us of the improvements made on your father's farm, I see that some of the unexhausted improvements go back a very considerable number of years?—Yes.

17,044. Do you think that they would wear out—that the right of compensation should wear out in time?—Well, no doubt it does wear out, and I dare say it ought to some extent to wear out.

17,045. You do not consider that it would last for ever?—No, of course I know it cannot, but I feel in walking about my father's farm when I come home and look at thoroughly good hay sheds where corn and hay are well and tidily stacked, and when I look at capital hedges, and fields that are green and fruitful because of good drains, I do consider it rather hard that, supposing my father went next year or in two years' time from Cynlas and lived here in town, or suppose he was no more, I would consider it fairly hard that he or his family should have no legal right whatsoever to anything that he has done during a tenancy of 38 years. These improvements in the main were made during the first 18 or 20 years of his tenancy. I do not wish of course to speak with regard to my father at all as apart from others; I simply take the example nearest at hand and of which I know most.

17,046. That I quite understand; you have taken the nearest example. With regard to the principle of the Agricultural Holdings Act, which requires the consent of the landlord in certain improvements, do you approve of that principle?—There is nothing to be said against the principle of it, but in the working I think it is very ineffective.

17,047. You think it is ineffective, but I want it on the question of principle. Do you think that a landlord ought to have a right of veto as to proposed improvements by tenants?—I consider that is fair, but I should like to say this, that I do not think it will ever work well in Wales. On some estates landowners are rather jealous of allowing the tenants to set up any sort of claim as it were by making improvements. In other cases a tenant does not very much desire to be going cap in hand for permission to do this and permission to do that endlessly.

17,048. With regard to what you say in your evidence in chief about the Scotchmen who came into Wales some time ago, you spoke of Breconshire also. I know Breconshire very well. Can you tell me what part of Breconshire the immigration took place to?—I could not give you the exact district at once. I could find the reference very easily; but there is a huge district bordering on one of the ranges of hills in Breconshire.

17,049. The Pontsenni district, perhaps?—Yes, that is the district.

17,050. Where there are sheep farms?—Yes, and where there used to be large numbers of small tenants who lived, as they do in this district, all along the edges of the hills—where they had small farms in the low lands and then a right of sheep walk upon the hills. Now these small Welsh tenants have been swept from that district, their houses are in ruin, and then there are three or four Scotchmen with enormous farms. Well, I say, with all respect to those Scotchmen, it is not good to the community of Breconshire that that huge land should be rid of its families of peasants in order to have two or three great farms.

17,051. I have one Scotch tenant, I believe, but that is all, and he speaks Welsh. The next question arises out of the interesting figures that you have given to us as to the general rise of rent from the year 1814 up to the present time. I see that while there was a large increase in the rents between 1814 and 1842 and again from 1842 on to 1879, since that there has been a decrease?—Yes.

17,052. A decrease which amounts in the aggregate, I think, to a small sum, 145,000*l.*; it

Sir *John Llewelyn*—continued.

is small, and the per-centage would appear (I have not worked it out) to be still smaller when compared with the decrease in the English towns?—Yes, no doubt.

17,053. Have you taken into consideration the buildings, the enclosures, and the reclamation of land that has taken place in Wales?—Yes, to some extent, and from my point of view I do not think that improves the matter at all.

17,054. You do not think it would?—No, for this reason——

17,055. Let me put to you the reason of my question. I am best acquainted with the two counties of Glamorgan and Brecon, and in those two I perceive that the per-centage of rise since 1814 is less than in any of the other counties. You will observe that in Brecon the per-centage of increase since 1814 is 33·2 and the per-centage in Glamorgan is 35·9. They are the two lowest of all the increases in Wales. Those are the two counties I know best, and I should like to know what it is in your opinion that differentiates one county from another, if you are able to tell me, in Wales—speaking of Wales only?—Well, I think it is rather difficult to give the reasons without knowing every county in Wales well and knowing its economic history during the past century.

17,056. You know some parts of Wales well, and I know another part?—With regard to Merioneth, for instance, where the per-centage is 37·5, I think one could very easily illustrate that by the rent of particular farms, and seeing how gradually the rents have run up. One could do the same with Carnarvon. Instances have already been given to the Commission.

17,057. Carnarvon, I see, is very high—90 per cent.?—That is very easily accounted for by the schedules of rents, some of which have been, I believe, submitted to the Commission already. I have, for instance, here a schedule from which I find that, say on the old Rhiwlas estate in Carnarvon, in the days when it was part of the Rhiwlas estate, 1843, for instance, the rent of Bronmiod was 80*l.*; it was then sold and made part of Gwynfryn, and the rent was 126*l.*

17,058. It is probable that that increase was made upon material improvements to the farm?—It was made after purchase, yes—soon after purchase. There are a large number of other instances which I could give. Here is another, Pentyrch uchaf, on the Rhiwlas estate, the rent was 60*l.* in 1853, while its rent now as part of the Glasfryn property is 120*l.*

17,059. I do not want to go too much into detail, but I wanted you kindly to give me a general idea. I observe that the two counties that probably you know best are so different that you would be very likely to tell me why it is that a 37 per cent. increase is to be found in the case of Merioneth and a 90 per cent. increase in the county of Carnarvon?—I could not give immediate reasons why there should be such variation, but I think it is quite possible that reclamation and enclosure may have had a great deal to do with it. But what I desire to point out there is this, that in every case the reclamation of waste has been done with infinite labour by the tenantry, and that with regard to the enclosure of mountain I consider it one of the most serious parts of the whole system that rents should be exacted out of these wastes of Wales—the waste lands and hill grazings of Wales, on which never a penny piece has been spent by any landowner.

17,060. Even though that enclosure of wastes was done under an Act of Parliament?—Well. I think they were Acts of Parliament which were only very partial in their good. They may have helped cultivation, but they did it at the expense of serious ill-treatment of the poor and of the community.

17,061. Are you aware that some of the English counties are meeting together with a view of laying their case before the Royal Commission on Agriculture? I observe that some of the counties in England, Lancashire, Westmoreland, and Cheshire are joining now?—Yes, I understand that that is so.

17,062. I extracted that from one of the London papers of the 27th September. I understand they are combining with the view of adopting the "Three F's" as a legislative programme. I believe there is some considerable agitation also in the counties of Devon and Somerset, and that part of England. Are you aware of anything of the kind?—Yes. I have long seen—I have seen during the last few years that there is a distinct movement, especially on all that border, and I may add that it is rather instructive to find that it is these selected counties which were hurled at my head in the argument we had about a twelvemonth ago, where it was said that the rents were not so very different from those of Wales—it is precisely in those counties that the movement at this moment for better tenure of land is making progress.

17,063. I think that from that it is a fair inference that the Bill which you have brought in is considered in some of the mountainous parts of the United Kingdom to be desirable—for that part of England as well as for Wales?—Yes, I rather think that is the impression which is gaining ground.

17,064. Perhaps it is too early to form any opinion on the subject, but there have been statements made in that direction?—Yes, that is so.

Lord *Kenyon.*

17,065. You mentioned the fact that there had been no recreation rooms. Have you ever thought of any good plan for rooms for recreation in the villages or any good system of carrying on one?—The great difficulty is to get a thoroughly good building. First of all there is the land, secondly there is the building. Now suppose, for instance, a landlord who is really anxious to do something for the villages on his estate were to look about and say, "Now how can I "help the community on my estate?" I think he could do nothing better for the labourers than to build in every fair-sized village a really hand-

Lord *Kenyon*—continued.

some building—not handsome so far as ornament is concerned, but I mean so far as regards convenience, lighting, and airing; that then he should hand it over to some public body, either a trust or a local authority as trustee; and then that he should give to the people of the locality complete power of controlling it. The people in these Welsh villages have learnt during the last 50 years the most valuable lessons of self-government. Their chapels have been to them a splendid education in self-government; they manage these chapels and manage their organisations with admirable skill and success; and I have no doubt that if the government of these building were given—given generously—to the labourers and to the peasants they would make splendid use of them.

17,066. There is one difficulty—not in this part of the world I believe at all, but it does occur more in mine—with regard to these recreation rooms competing with the public-houses. I am afraid that a recreation room would be at a disadvantage as compared with a public-house if it had no means of selling liquor. I do not say that that is the case here, because I do not think it is?—With regard to that, in these parts of Wales I believe that if the law gave power to the people of the rural communities of Wales to do as they would with public-houses, they would simply be swept away from every village in all rural Wales—swept away; and the thing, I think, which would prevent people from sweeping ordinary public-houses away from towns is the feeling that there are now no convenient public rooms.

17,067. It is a concrete case I am thinking of in a little village in which I am interested. I wanted to do something of this kind. I had an old building—it was not a very remarkable building, but still it was utterly useless in its present condition and I thought it might be made into a recreation room, and I could not devise any plan on which they would take it up. I was afraid the difficulty was the lack of beer? —Well, it may be. If I am right, Lord Kenyon, part of your estate is on the borderland between England and Wales?

17,068. It is. This is almost on the border. —I know something about the borderland. It is neither England nor Wales, and the difference as between the habits of the population and their ideas on the borderland, especially the Anglicised borderland, and those of the population, say, in the centre of Merioneth, is as great as it is between Dorset and a Swiss canton.

17,069. I was only hoping to get some information from you as to how to start this thing. Possibly I may have another attempt. One thing more. You say that your Bill is based to a certain extent on the Irish legislation?—Yes.

17,070. Are you acquainted with Ireland?—I do not know it well; I only know it from having visited it half-a-dozen times, and from having pondered over its history and social condition.

Lord *Kenyon*—continued.

17,071. Do you think it would be well that repairs should be done on the same system as they are in Ireland now?—No, I do not think so. In Ireland, of course, the buildings as a rule have been made by the tenants; many of them are poor buildings; they were naturally poor because of the terrible history of land tenure in Ireland. And I would say this, that in Wales as well as in Ireland under the system of real security a vast improvement would be made even by the tenantry in the matter of buildings. Take, for instance, this district. I know of one or two instances where farmers have bought their own farms. I have especially one instance in mind where a farm was bought in what we call the Waun district; a farm was bought at a fairly reasonable price, and when it was bought the tenant at once set about draining, hedging, building outbuildings, and making a capital home for himself. It is a completely freehold farm and exceedingly tidy, and the farmer is comfortable and well off, and was, I think, selected by his neighbours as the first member of the county council for the district.

17,072. Probably he had capital?—No, I do not think he had much capital. He bought the farm at a fair reasonable working price, not at a fancy price, but a working price, and he was able to do the improvements from time to time.

17,073. The difficulty in my mind was whether, if the buildings were properly repaired, the people would live in comfort if our system of land tenure was the same as it is in Ireland. At present the repairs being done by the landlord must be a great boon to the tenant?—No doubt. Suppose, for instance, a Welsh Land Bill were passed, or that the landlords thought fit to sell their estates, and they were bought by their tenants, I can quite believe that in many cases and for some time many houses and outbuildings would remain poor and defective, and that there would not be the same expenditure as there is at present; but the raising of the standard of comfort, especially the new ideas which will come with a liberal and better education, and also the changes that will come with improved and organised agricultural education, all would tend to improve both out-buildings and farms, whether the tenants were the owners of their farms or the part owners.

Chairman.

17,074. I have some questions that have been handed in. First, I will put those sent up by Mr. Vincent. "You are aware, are you not, "that the preservation of game is carried on "as pure matter of business by Mr. Price, of "Rhiwlas"?—Well, so I should think from the appearance of things—quite a commercial business.

17,075. "The rabbit warrens are in fact rabbit farms are they not?"—Certainly.

17,076. "What relation to the present Mr. Price was the gentleman who held the Rhiwlas estate in 1859?"—I think he was grandfather.

17,077. The present Mr. Price was grandson to that gentleman?—Yes.

Chairman—continued.

17,078. "Was Mr. Price then a boy at Eton in 1859?"—Certainly; at least I should say he was at Eton. I do not remember the time; it was the year I was born.

17,079. "In your speech (House of Commons, "March 16, 1892, Parliamentary Debates) you "spoke of a custom of selling the goodwill of a "farm. Will you please specify any case in "which this has been done to the knowledge of "the landowner?"—First of all what I would say with regard to that is this, that in the old times on the Sir Watkin estate, tenants were not only never disturbed, but when they did at any time change from farm to farm the incoming tenants paid a more generous sum for the stock, because, as the country word is, the outgoing tenant turned his back "am droi ei gefn;" there was a very generous payment for the inconsumed stock and the sheep and so on when an incoming tenant came in. I said I think at the time in the House of Commons that it was only a modified form of what took place in the way of tenant right in Ulster. I notice that at Llanrwst Mr. Owen Hughes, of Pant-y-ffridd, Llansaintffraid, Glan Conway, said this. It is at question 13,973, "Was it as goodwill that you had it?"—namely, the 30*l.* received from the incoming tenant for drainage done—"Yes. It was the sale of the "improvements to a new tenant owing to the "fact that I was allowed to choose a new "tenant." Then at question 14,018 "Was it not "by the custom of the country that you had this "30*l.*?—No, I agreed with the incoming tenant." —(14,019)—"Quite so, but is it not customary "to do that?—It is a rule when the landlord "permits it, but it is seldom that the landlord "permits it." Then a landowner gave evidence, I think it was at Dolgelley—a small landowner, I think—Mr. Charles Jones. He was asked:— "Did I understand you to say that the incoming "tenant makes the best terms he can with the "outgoing tenant; that you tell him he can "have the farm if he can arrange with the out-"going tenant." Mr. Jones answered: "If "he can arrange for the purchase of the stock, "and so on." Then one of the Commissioners said: "So that you practically give up the right "of making arrangements with the incoming "tenant." The answer is: "Yes, I first of all "tell the man he could have the farm if he "could arrange with the outgoing tenant." Well, for the outgoing tenant to have a power more or less of choosing, subject, of course, to the veto of his landlord, the tenant was in its sort of way and so far as it went a form of tenant right. Now, in 1887, the Welsh representatives sent to many parts of Wales a schedule of questions, and among the questions was this question of whether there was in any form this system of goodwill—something paid over and above the value of the stock. One of the replies was this. This is by one of the leading agriculturists in Anglesey—I suppose one of the very best farmers there—Mr. Roberts, of Trefarthen. He said:—"When an outgoing tenant "has spent a good deal upon unexhausted "improvements, some landlords take this into

Chairman—continued.

"consideration and allow the outgoing and "incoming tenant to agree, but not often." Then another said, speaking for himself and his neighbours, this. He is asked: "Has there "been any goodwill or tenant right paid?" He says: "Even in the most flourishing times "when this was obtainable the landlords set "their faces against anything of the sort. "Further, they reserved the right of appoint-"ing an umpire to settle valuations for un-"consumed produce. This has been a matter of "great complaint in some places." So what I said in the House of Commons (very largely from facts such as these before me) was that on some estates there was this sort of modified tenant right of allowing the incoming tenant to pay a generous sum for the stock, and that the landlords in most cases, if not in all cases, set their faces against it. That was one of the points which I made in the House.

17,080. These are Mr. Vincent's questions continued. "Do you know that Mr. Bryn Roberts, "M.P., has thrown over the doctrine of free "sale in his evidence given at Carnarvon?"—I do not know that he ever took it up, so he could not throw it down. I have never taken it up in Bills which I have introduced, and I think that Mr. Bryn Roberts is right in the matter. It would be unwise, especially if we had a good Land Bill, to set up in Wales the system of free sale, because it would be transferring the evils of competitive rents from the landowner to the tenant. In this Bill, Land Tenure (Wales) Bill, what we ask for is that the compensation for unexhausted and permanent improvements should be assessed by the tribunal which is set up.

See 13,182.

17,081. "In your House of Commons speech "(March 1892) you trace a number of rents "from dates at the end of the last century. "Would you admit that the value of land has "increased since those days by reason of im-"proved communication?"—Certainly, though under what law all the enhanced value arising from improvement in the communication should go to the rent-receiver and not to the rent-producer passes my understanding.

17,082. "If the improved value ought not "to belong to the landlord, can you suggest any "reason why the sitting tenant should have it "more than anybody else?" Do you understand that question?—I suppose the question has reference to the Bill, but I do not propose that he should intercept, so to speak, the unearned increment through improvements of communication or through nearness to towns: I do not refer to that at all. I simply ask that the tenant should have all his improvements on his farm assessed by impartial authority.

17,083. "In relation to Lord Penrhyn and "the enclosure, did you say in the House of "Commons this?" Then Mr. Vincent gives the following quotation from the "Times" of March 17th. "Much discontent had been caused in "Wales by the enclosure of what had formerly "been pasture land. In one case Lord Penrhyn "had enclosed some pasture land, and the

See 16,915–7, 22,798, 22,799, 23,015.

Chairman—continued.

"fences had been broken down, upon which "Lord Penrhyn had used his power as chair-"man of quarter sessions to obtain a special "posse of police to protect the fences, and had "levied a special rate in the district to bring "these farmers to their senses." Mr. Vincent also gives an extract from the Parliamentary Debates, "purporting to be revised by Mr. "Ellis:"—"In regard to the question of pastur-"age, too, the rights of the people had been "invaded. In his evidence Lord Penrhyn ad-"mitted that considerable difficulty had arisen "in his district owing to the fact that the "pasturage of the tenants had been enclosed. "In the assertion of their rights, the tenants "had taken down the fences; and what did "Lord Penrhyn do?—He used his power, as "chairman of quarter sessions, if I remember "rightly, to obtain a special posse of police for "the district, and he levied a special rate to "bring to submission these farmers who had "asserted their rights." Are those quotations correct?—Yes, the latter.

17,084. "Do you admit that the enclosure "was not made by Lord Penrhyn at all, but in "pursuance of an Act of Parliament?"—First of all, I never said that the enclosure was made by Lord Penrhyn. The report in the "Times" is quite incorrect: the report as it appears in the Parliamentary Debates is correct. I see that somebody has very kindly added (I suppose it is the special correspondent of the "Times") "purporting to be revised by Mr. "Ellis." So far as I remember no revision was necessary so far as this part was concerned. I made no statement that Lord Penrhyn himself enclosed it, but the argument is not in the slightest degree affected.

17,085. It was not enclosed by him, but Lord Penrhyn took it. Is that what you say?—No. I read in my evidence this morning Lord Penrhyn's own words that an Inclosure Act had been passed—passed in the way that the old Enclosure Acts were passed—smuggled through both Houses without any adequate knowledge on the part of the people of the district, and that the tenants, the commoners, in self-defence pulled down the walls. I made a mistake in the House of Commons in saying that Lord Penrhyn was "chairman of quarter sessions": I said he was "chairman of quarter sessions if I remember rightly."

17,086. You mean he was Lord Lieutenant?—He was Lord Lieutenant. That is, of course, a merely verbal slip, Lord Penrhyn's own words are the best authority; he was appointed Lord Lieutenant of the county. First of all he could not get any evidence from the tenants or from informers or anybody; he then got the county to raise an additional force of police; then quartered them on the district, and then charged that district with the amount of their expenses.

17,087. Yes, I remember that all very well. Then the next question by Mr. Vincent is: "Do "you admit that Lord Penrhyn was never "chairman of quarter sessions?" You admit that?—Quite so, I have explained that.

17,088. "Do you admit that a difference of "opinion exists as to the identity and the "character of the people who broke down the "fences"?—There are very few things about which there are not differences of opinion, but one thing is very clear, that the statement of Lord Penrhyn is his own statement, and every intelligent man can draw his own conclusions from it. These commons, where the people had a habit of sending sheep "on to the Downs," as Lord Penrhyn put it—this land was enclosed; the people made the only protest in their power; the Lord Lieutenant of the county, a man of enormous power, gets the county magnates to raise an additional force of police, he distributes that police in the district, and he charges that district with a special rate.

Professor *Rhŷs.*

17,089. How would you characterise the conduct you have described?—Infamous.

Chairman.

17,090. Mr. Vincent's questions continued: "Do you take the figures under Schedule A. or "the figures under Schedule B. as representing "the rental"?—I think that is rather an insult to the intelligence of a student of statistics. No one would dream of looking for agricultural rental in anything excepting Schedule B.

17,091. "Do you deny that Schedule B. covers "other things than the purely agricultural "rental"?—If it covers it in England it covers it in Wales; and, *mutatis mutandis*, the comparison stands as between the per-centage of rise in England and the per-centage of rise in Wales.

17,092. "If under Schedule B. then can you "explain why Mr. Gladstone chose Schedule "A."?—Mr. Gladstone did not choose Schedule A. Mr. Gladstone, when he spoke on the 16th March 1892, was speaking of a return which he had not actually perused himself at that date—a schedule which covered a large number of years, Schedule A., B., and D. He asked the Chancellor of the Exchequer of the day whether it would not be convenient to have, so far as the Welsh counties individually were concerned, Schedule B. separate from Schedule A., not knowing that the very return which had been issued to the House two days before gave that very information.

17,093. "You say that 'If the trader wants a "'court to settle with the railway company, the "'farmer wants a court to settle with his land-"'lord.'" Those are supposed to be your words. Do you remember saying that?—What I said was this, that the gulf fixed, so to speak—the difficulties interposed between a railway company and a trader are not so great as the difficulties between a great landowner and a peasant widow.

17,094. "You do not, of course, forget that "the railway company obtained the monopoly "on the terms of being subject to statutory

Chairman—continued.

" legislation " ?—That is so, and I do not know that it is very wise to challenge one to ask why a certain number of people have had the monopoly of the land.

17,095. " When you speak of the Irish Land " Act, you refer, I presume, to the system which " is the result of the Irish Land Acts from 1860 " onwards. Is that so " ?—No, I think the Act of 1860 was one of the very blackest spots upon British legislation. It was an Act which at one stroke enacted that, in all relations between the Irish tenant and his landlord, contract should rule; and it is very largely due to that most ill-directed Act that the British Parliament has had to spend long and painful years in order to undo its work by the later agrarian enactments of 1881 and 1887 and the Purchase Acts.

Mr. *Vincent.*

The witness has misunderstood the question. With your Lordship's permission, I will hand up another.

Chairman.

17,096. " Do you know that under the existing " Irish system, subletting, although it is said to " ' break the judicial rent,' is tolerably common " ? —No, I cannot speak as to that, but I can quite believe that remains of the bad custom should still exist. It takes long years to eradicate customs of that sort.

17,097. " When you refer to ' arguments " hurled at you,' do you refer to a correspon- " dence between Mr. Gladstone and Mr. George " Owen in the ' Times,' or to other, and if so, " what correspondence " ?—Well, I do not quite differentiate between Mr. George Owen and a good many other correspondents of the " Times."

17,098. You speak generally ?—I speak generally, yes.

17,099. " I venture to agree with your esti- " mate of the moral obligations of a landlord " under the present system in relation to build- " ings and so forth, but do you think that if " the present system goes, and if a compulsory " and restricted relation of landlord is substi- " tuted, any part of this moral obligation will " survive ?"—Well, I should say that there would be an enormous moral obligation upon a receiver of great rents under any enactment that the Parliament of this United Kingdom would pass, so long as he was in receipt of the rents.

17,100. " Was not the return of which Mr. " Gladstone spoke an extract from his ' Returns " for land only ' under Schedule A." ?—Certainly. The return for land only is the one thing that Mr. Gladstone asked for, namely, under Schedule B., and to get the figures separately for Wales; and all these returns in Schedule B., laid out clearly as relating only to land and agricultural rental, are the returns (and that is the column) on which all these figures have been based—Mr. Gladstone's figures and the figures which I have ventured to lay before you to-day.

17,101. On Schedule B. ?—On Schedule B., certainly.

17,102. It is a mistake, a confusion between

Chairman—continued.

A. and B., is it not ?—Yes. Schedule A. of course includes more than land only, but Schedule B. only takes agricultural land.

17,103. " You have quoted Mr. Doyle as an " authority. How do you reconcile this with " the fact that in March 1892 you used these " words of Mr. Doyle :—' The Richmond Com- " ' mission appointed a gentleman as Assistant " ' Commissioner who had been an inspector for " ' the Poor Law Board. He knew not a word " ' of Welsh, and from that one fact he was " ' unable to communicate with nine out of " ' every 10 of the Welsh peasantry. He did " ' not make any pretence or semblance of " ' obtaining evidence from the tenantry; he " ' sent a schedule of prepared questions to the " ' clerks of Poor Law Unions inviting them to " ' send him answers. Now, I venture to think " ' that a Commissioner who considered he was " ' doing the work appointed for him to do by " ' adopting this method of obtaining informa- " ' tion cannot be said to have afforded much " ' assistance to the House in these matters ' " ?—Any intelligent man, and especially any intelligent civil servant, going to two districts, say in England and in Wales, would be able to decide, even if he knew nothing about actual practical agriculture, whether there were great and distinctive differences between the two districts which he visited; and Mr. Doyle, by the very fact that he could not speak with nine-tenths of the tenantry of Wales, had to admit that there was an enormous difference between the condition of England and Wales. Upon that point I think Mr. Doyle is as good an authority as anybody; but as an authority as to what the views of the tenant farmers of Wales may be; as to the views which can be obtained by patient investigation, Mr. Doyle's authority is most trifling as compared with the authority, for instance, of the Commission which Her Majesty has seen fit to appoint in order to go thoroughly into the land question in Wales, and to hear all sides, instead of merely asking Poor Law clerks to give them all the information about agriculture in Wales.

17,104. Then I have several questions by Mr. Owen Wynne. " You say that under your Bill " the only necessary expense to the tenant " would be 1*s.* 6*d.* hearing fee. Would you " prohibit either side from employing legal " advice " ?—No, I would certainly not prohibit them; but I think that the practice of the Crofter Commission is an extremely wise and salutary one, namely, in every case to discourage the appearance of solicitors on either side. They say, " We want to hear the story of the " landlord and we want to hear the story of " the tenant, and we do not want long legal " arguments; we will decide between you," and they have decided in thousands of instances much to the contentment of the peasantry of the Highlands.

17,105. " If you did not prohibit would there " not be an opening for legal expenditure " ?—I think my first reply answers that.

17,106. " If you did prohibit would not a " tenant be at a disadvantage as compared with

Chairman—continued.

" a highly educated landlord, Mr. S. Pope, Q.C., " for example " ? Is that a question you can answer ?—Yes ; I think I can answer it very well. I would back the tenant against Mr. Pope, or anybody else, before an impartial Commission.

17,107. Then I have some questions by Mr. Llewelyn Jones. " Have you any idea as to " how many persons are occupied in connexion " with the work on a rabbit farm ? " Can you give us any idea of that ?—No ; I suppose one gamekeeper, I should think——

17,108. " If these rabbit warrens were let " to tenant farmers would not a larger number " of persons be employed on them ? "—I think it is quite possible. I should think that Mr. David Roberts, for instance, who gave evidence before you yesterday, and who was sent from Llanerchyreryr, in order to make way for a rabbit warren, would undoubtedly employ a certain amount of labour, and certainly the gain to the community of having a tenant farmer in Llanerchyreryr with two or three labourers in his employ would be infinitely greater than that of having a gamekeeper there, however good he might be.

See 16,542A.

17,109. " Who was the landlord of the Rhiwlas " estate in 1865 when the landlords of the dis- " trict sat to watch their tenants voting " ?—I think Mr. Price had left Eton then. He was in the hall. Most of the landlords of the district were there.

17,110. " Do you know how many keepers " there are on the Rhiwlas estate now " ?—No, I do not. I heard that question very often asked yesterday, but you never seemed to get an answer to it ; but there are a good many of them, not quite so many as there used to be, and I should think some of them are of a better type. I have heard, for instance, the head gamekeeper considerably praised ; but they are not in very high repute even yet.

17,111. " Who was the landlord of the Rhiwlas " estate when your father got the notice to " quit " ?—The present Mr. Price.

17,112. " Do you know whether Mr. Price of " Rhiwlas, your father's landlord, speaks Welsh " or not " ? Do you happen to know that ?—I think not. I have never had the pleasure of speaking to him except two years ago in this hall.

17,113. " What legislation would you suggest " with reference to common land which has " been enclosed by landlords of late years " ?—Well, one has, I think, sometimes to check one's own inclinations in matters of that sort ; but I think that these enclosures, especially recent enclosures, unless they have been made under some very high authority, ought to be carefully and responsibly scrutinised. I would go no farther than that, and certainly I would say this as a general principle that the local authorities, as representing the local communities, ought to have greater control over the land and easier access to it.

Lord *Kenyon.*

17,114. Is it not the case that a Bill has just been passed with regard to these enclosures ?—I hope it will be a most useful little Act.

17,115. Providing for the consent of the Board of Agriculture ?—Yes, it was to repeal part of the Statute of Merton, which enabled a landowner to enclose without an Act of Parliament.

17,116. It has only just become law ?—Yes, this year ; it was a Bill of Lord Thring's.

Chairman.

17,117. Then there are one or two questions by Mr. Price. " Have not several public read- " ing-rooms been started by Miss Jones, of " Vron, and various other well-intentioned " people, and failed for want of popular sup- " port " ?—Of course I should like to know the district and I should like to know the conditions under which they started ; but I venture to say this, that there never was a reading-room started under the conditions which Lord Kenyon, for instance, asked about just now, namely, that buildings should be provided — adequate and attractive buildings—and the complete control of it placed in the hands of the people themselves.

See 18,4

17,118. " Is there not one now trying its " luck " ? Do you know of any public reading-room that has been started now in the district and is struggling on ?—There is a reading-room in the town of Bala not, as far as I know, built by any landowner. I believe Mr. Pope, at Llanbedr, has established a reading-room and a sitting-room—a smoking-room—and I believe it is hugely appreciated.

Lord *Kenyon.*

17,119. Oh, there are some ?—There is this one at Llanbedr, but even that I think cannot be called a great social experiment.

Chairman.

17,120. " Do you not consider this very Vic- " toria Hall a valuable institution as a recrea- " tion room " ?—It has been a very great public convenience to the town, but I would not call it a great recreation room. I believe that, in order to celebrate the visit of Her Majesty to this town, Mr. Price very generously gave the land on which this hall is built.

17,121. You do not call it a recreation room ?—No, I do not call it a recreation room.

17,122. It is not used as a recreation room ?—No.

17,123. " Is it not a fact that the Rhiwlas " rents generally have been permanently re- " duced since the valuation by Mr. Jenkins " that you referred to " ?—Oh, yes, there have been reductions, but I venture to think not adequate reductions considering the prices and considering the conditions of agriculture nowadays.

17,124. " Was not an excellent new farm- " house built for Mr. Ellis, senr., in 1875, or

Chairman—continued.

" thereabouts (and no increase in the rent made), " at a cost of 600*l.*; also new pigstyes "?—Yes. I have said in my evidence that a house and a pigstye, and even more than that, I think, were built about 1875, and the very next year came the re-valuation, and, although my father had had an increase of 10*l.* in his rent in 1867, yet in 1876 he had a further increase of 7*l.* in his rent. I think I called your attention to the state of the old house—I mean it was absolutely unfit, rain and snow came through part of the roof to one of the bedrooms.

17,125. " Have not the agreements now in " use on the Rhiwlas estate been in existence " for the last 20 years or so, long before the " Agricultural Holdings Act was dreamt of "?—I cannot give the years; certainly they have been in existence before the Agricultural Holdings Act of 1883, and I give every credit to the liberal clauses in those agreements.

17,126. " Mr. Davies, of Fedwlwyd, stated in " his evidence before the Commission that he " had refused to sign his agreement. Do you " consider him better or worse off than the " other tenants on the Rhiwlas estate who have " signed their agreements "?—Well, really, I cannot decide upon that.

17,127. You cannot give an answer?—No, I cannot give an answer to that. Re-examined, 18,507.

The witness withdrew.

Mr. William Jones called and examined.

Chairman.

17,128. You are a land agent and valuer, and fire loss assessor and farmer?—I am.

17,129. You are prepared to give evidence about the district of Cerrig y Druidion?—Yes.

17,130. Especially referring to the estate, Hafod Elwy, belonging to the Honourable R. Cavendish?—The estate belonging to the Honourable R. Cavendish.

17,131. And the Llaethwryd Estate belonging to Mr. Middleton?—The estate formerly belonging to Mr. Middleton, under my care.

17,132. And other estates in England?—Yes.

17,133. What is the acreage?—About 5,000 to 6,000 acres.

17,134. Where is it situate?—In the Manor of Uwchaled. Will your Lordship allow me first of all to make this statement. I am not here for any party, either one party or another. I am here to give before your Commission an independent account of the parish of Cerrig y Druidion as worked between landlord and tenant. I have no desire to favour either one or the other.

17,135. We are aware of that, but we want your evidence, please. We have a great many witnesses, and I want to give everybody a chance, and not to give all the time to one person?—Very well, I will go over this statement.

17,136. Have any recent enclosures been made, by Act of Parliament or otherwise, of common land; and if so what has been the effect on the neighbouring population?—The land enclosed under the Enclosures Act in this parish has benefited both farmers and labourers, under 8 & 9 Victoria chapter 118, from 1865 to 1868 and 1870.

17,137. Were recreation grounds or allotments for the use of the labouring poor apportioned? If so, how are they used at present?—Land was left for turbary rights only. I had a great deal to do with enclosures myself.

Chairman—continued.

17,138. Is it made use of?—It is not—has not been for years.

17,139. Then with regard to squatters' cottages, or other dwellings erected on waste or unenclosed land, how are they dealt with? Are they surrendered, and, if so, on what terms?—They are all surrendered. Many bought back the cottages and land enclosed by them.

17,140. To whom were the sheep runs given?—They were given to the farm tenants, and are included in the farm rents.

17,141. What was the effect of the sheep runs being given on the rents of adjacent farms?—The effect has been to improve the farm, of course, and they were also enclosed in by the Honourable R. Cavendish; they were wired in, which was a very great benefit to the tenants. In fact it saved them a great deal of money in shepherding—a very great deal of money.

17,142. What is the general condition of sheep-farming?—Not as good as it was a few years ago, but much better than it was 20 or 30 years ago.

17,143. Then about difference of language, politics, or religion, between the landlord or agent, and the tenant or proposed tenant?—No difference is made. The majority of the tenants are Liberals and Nonconformists. When a farm becomes vacant, as a rule the nearest relative is given the preference. If none apply, then the best farmer with the largest capital applying is given the preference. Neither politics nor religion are inquired into by the owner or his agent. A knowledge of Welsh is requisite in the Cerrig y Druidion district.

17,144. Where agents are employed, have they received any special training for the supervision of agricultural land? If not, is there any inconvenience or hardship experienced? Yes or no?—The agents in this part of the world have a thorough knowledge of agriculture and estate management.

Chairman—continued.

17,145. What is the usual date of entry in your district?—Annual tenancy, date of entry on land 25th March; on house 13th May.

17,146. Then you say they are all annual tenants on this estate?—All are annual tenants. Leases are often refused, farmers preferring to be free to remove to other farms at the end of their yearly tenancy. I know of only one lease being granted in the parish.

17,147. Is there a great demand for leases, and, if so, are they readily granted by landlords?—It is an exception for a tenant to ask for a lease; they are often offered leases, but they refuse them. In my experience, which now extends over 30 years, I have not had any, excepting two applications for leases.

17,148. Do tenants readily accept leases? If not, why?—No; preferring to be able to leave when disposed to do so.

17,149. Is the condition of the leaseholders and of their farming superior, or the contrary, to that of yearly tenants?—Superior, especially when a farmer has capital.

17,150. Have changes in tenancy become more or less frequent than in former years?—If more frequent, to what causes are they attributable?—Seldom; not more frequent.

17,151. Are there any cases of hardship?—No.

17,152. In resuming the occupation of a field or plot out of a holding, for the sake of planting, building, or for other purposes, do owners generally serve their tenants with proper notices for the purpose, and grant them compensation?—Very little planting is done. If my landlord wished to plant on my farm I should be very glad to give the land up for the purpose, without compensation, because plantations warm and improve a farm and provide shelter for sheep and cattle. Much more might be done to the benefit of both the landlord and the tenant, for this is a hilly country, and I myself have planted a good deal there on a farm which I occupied as a farmer, and which has been very successful. In fact, it would be much better for the land, for the landlord, and for the tenant if more planting was done.

17,153. What are the usual conditions of tenancy?—Annual.

17,154. Are any of the clauses in your agreement considered oppressive?—No.

17,155. Are penalising clauses common, and are they often enforced?—No.

17,156. Are tenants usually given a copy of the agreement or lease, or if Welsh-speaking, are their contents explained to them?—Yes.

17,157. Is the rent usually fixed at a gross sum, or at so much per acre?—A gross sum.

17,158. Is there any uniformity in the rents of land of similar qualities on the same or neighbouring estates?—Yes.

17,159. Is the rent of the smaller tenantry higher per acre than on larger farms?—Yes.

17,160. What is the usual rent of average lands of different qualities in your district, *e.g.*, on upland and lowland farms?—Oh, it varies very much—from 2*s.* 6*d.* to 20*s.* or 25*s.* per acre.

Chairman—continued.

17,161. And of course you take the right of pasturage over a common into account in fixing the rent?—Yes.

17,162. Are any services other than the payment of rent rendered by the tenants?—None whatever.

17,163. How is the rent fixed—on the basis of a valuation, or by proposal followed by private treaty?—On the basis of valuation.

17,164. Holdings are not let to the highest bidder, you say?—The holdings are not let to the highest bidder, but to the best farmer who has the largest capital. Tenants with sufficient capital are accepted when no relatives of the former tenant apply.

17,165. Is arbitration ever resorted to as a means of settling or re-adjusting the rent?—No.

17,166. Have you raised rents?—Yes.

17,167. Have there been any permanent reductions or temporary abatements of rent?—Both permanent reductions and temporary abatements have been made. None were made in my time. One farm has been sold since.

17,168. When rents are raised or reduced does the change depend on a re-valuation?—On valuation made by the agent or professional valuer.

17,169. What have been the chief fluctuations in prices affecting rent within the last 50 years?—The price of live stock in that neighbourhood. It is a grazing country mostly.

17,170. The rent is paid from three to six months after falling due?—Yes, and very often a much longer time is given.

17,171. What effect has the preferential claim for rent on the position of tenants generally?—It has a very good effect, and is beneficial to the tenant farmer in protecting the farmer against—well, you may say tradesmen or anybody else—because I think the landlord is the farmer's best friend, and, in my opinion, he ought to get his money before everybody else. That is my experience.

17,172. You say tithes, land tax, chief rent, local rates, and income tax are all paid by the tenant, except property tax?—Yes.

Sir *John Llewelyn.*

17,173. Are the tithes now paid by the tenant?—The tithe is paid by the landlord, but repaid by the tenant, as you are aware. I may explain that the tithe on my farm was 7*l.* 17*s.* a year; now it is 4*l.* 2*s.* 6*d.* There has been 40 per cent. reduction, I believe, in the tithe.

17,174. It is paid in the first instance by the landlord?—According to the present law. Some landlords pay the tithe. I believe Mr. Mainwaring pays all the tithes for some of his tenants.

Chairman.

17,175. You say rates have greatly increased?—They have.

Chairman—continued.

17,176. And the average size of farms is from 50 to 60 acres?—Yes. When I say rates have increased I mean there are now new rates, and they have in the district a very bad system of appointing road surveyors. The district is divided into what you might call several districts; they have about 10 or 12 surveyors when one would be far better and would also keep the road in far better repair. If they were to appoint one man and pay him it would lessen the rate very considerably indeed. The present is a very expensive way of keeping roads in repair in rural places, because there is shedding here and shedding there, and the farmer is taken from his agricultural work and great loss to himself results.

17,177. Then you say no consolidations have taken place?—No, none to my knowledge.

17,178. What is the population?—From 1,000 to 1,100, but it has decreased considerably.

17,179. Is there any sub-letting?—Little or no sub-letting is done, and when done the tenants have the advantage.

17,180. Then you think the large holders are the best farmers?—They are.

17,181. They stand the depression best?—They do.

17,182. Then as to the state of cultivation and the nature of farming pursued, what is it?—Cattle and sheep breeding.

17,183. You do not want any labour at all at harvest time?—Well, yes, we do. We require labour certainly.

17,184. But you have no scarcity of labour?—No scarcity of labour except at harvest time. The men after harvest time are obliged to leave because there is nothing else to do. The farmer does not go on cultivating his land, unfortunately, whereas cultivation ought to be going on. You cannot keep the rural population on the land unless you employ them.

17,185. Do you consider the hedges and ditches are kept properly?—No, I do not. They are kept very improperly.

17,186. Is there any land going out of cultivation, or being insufficiently cultivated in your district?—No.

17,187. To what extent has waste land been reclaimed by tenants in your district within living memory?—Very little.

17,188. Is there much land still waste which is capable of profitable reclamation, *e.g.*, by ploughing up rough land?—Yes, any quantity. Some of the best land in the whole of Wales is in this district if it were only cultivated; it could be brought into cultivation by draining and employing labour upon it, and it would pay well. I have myself on my own farm brought land into cultivation that was not worth 6*d.* an acre, and it is now worth 30*s.* an acre, which has been brought about by draining and cultivating.

17,189. Has there been any considerable change in the nature of the agriculture pursued in your district within the last 50 years; for instance, in the way of arable land being laid down in pasture?—Very little change.

Chairman—continued.

17,190. There has been a slight increase of root crops?—Yes, too slight.

17,191. No fallowing?—No.

17,192. And on the whole farming is improved, you say?—Yes.

17,193. Who does the draining?—The draining is done by the owner, and sometimes pipes are given to the tenant for him to drain.

17,194. The tenants, I suppose, do not do much improvements?—Very little—too little.

17,195. Do the landlords give the tenants pipes?—They do.

17,196. And the tenants cut drains and lay the pipes?—Yes, but unfortunately they do not keep the mouths of the drains open. They let them go out of repair.

17,197. In the case of improvements partly or wholly effected by a tenant, is there any compensation obtainable in your district by agreement between landlord and tenant?—I am not aware of any.

17,198. Do you know of instances where either party contracts out of the operation of the Agricultural Holdings Act?—Yes. On the estate of the late Honourable R. Cavendish notice was given to contract out of the Act in February 1876.

17,199. Do farmers often apply for their landlord's written consent for specific improvements under the Agricultural Holdings Acts?—I am not aware of any on this estate. I have never been applied to on behalf of the landlord.

17,200. What about the custom of the country in your district as to growing crops?—There are no growing crops on land in this neighbourhood, except just the herbage, when the tenant comes in on the 25th of March.

17,201. What is the custom as to manure and produce remaining at the expiration of the tenancy?—The produce is generally sold to go off the land.

17,202. The manure generally becomes the property of the incoming tenant, of course?—Yes.

17,203. Then as to permanent improvements?—Very little, if any, are done.

17,204. What is the custom as to the liabilities of a tenant as to mode of cultivation, dilapidations, and sale of produce?—Sale of produce is allowed. The agreement is made according to the custom of the country.

17,205. Have any cases occurred in your district where an outgoing tenant has failed to obtain sufficient compensation for his improvements?—None to my knowledge.

17,206. You do not know of any instances where compensation has been given for the general improved condition of a holding, and not simply for specific improvements?—No.

17,207. And you say there is no right recognised as belonging to tenants to dispose of their interests in their holdings to any solvent

Chairman—continued.

tenant to whom the landlord shall not have any reasonable objection?—No, I do not know of any.

17,208. What is the custom as to the sale of the sheep on "sheep farms" by an outgoing tenant to an incoming tenant or to the landlord?—It is to the advantage of the outgoing tenant to sell his sheep to the incoming tenant, because he gets a better price. Sheep are of greater value on the land than if sold in the open market. Notwithstanding this, however, unfortunately some tenants will take the sheep off the land, and they get less value accordingly.

17,209. What have you to say as to game preserving?—The landlord preserves the game. The tenants have the ground game.

17,210. Do tenants generally avail themselves of the provisions of the Ground Game Act?—Yes.

17,211. The tenants shoot hares and rabbits?—Yes.

17,212. You say there is no damage done by the game to the crops and pastures?—No damage. There is not much game, in fact. There are, of course, some partridges, but game is not preserved to a great extent in this country.

17,213. Are the tenants expected to beat coverts, &c. when the landlords go out shooting?—No.

17,214. How does game preserving otherwise affect cultivation?—All good farmers that I have known like to see game on their farm to a reasonable extent, and it proves good farming too, I think.

17,215. You say the relations between landlord and tenant are very good, and the same as to the labourers and the public generally?—Yes.

17,216. Is the law of trespass satisfactory?—Yes.

17,217. You do not know who exercises sporting rights over Crown lands and commons?—No.

17,218. What attention is being paid in your district to fruit culture?—None.

17,219. To horticulture, including market gardening?—None.

17,220. And to forestry?—Very little.

17,221. And to poultry farming and bee keeping?—None. A great deal could be done in this way if it were tried and benefit would result.

17,222. No instruction is given in butter and cheese making?—No, none.

17,223. Nor in field experiments, or in anything else?—No. I believe there is a certain sum now put by; we hope this will come, but nothing has been done as yet.

Mr. *Grove.*

17,224. You mean by the county council, I suppose?—By the county council.

Chairman.

17,225. Then what do you say about the way in which railway rates affect facilities for the carriage and disposal of agricultural produce. You say you would like to see a railway made from Corwen to Bettws y Coed?—I would. The whole neighbourhood would be greatly benefited by it. We have now only a traction engine, which, however, has benefited the farmers very considerably indeed. In fact, they are now better able to attend to the land, with fewer horses, and the cost of haulage, I should think, is reduced at least 2*s.* or 3*s.* a ton to the neighbourhood. It has been very, very beneficial indeed, but I am sorry to say that the County Council now are going to take action against the owners of this traction engine, which, in my opinion, has done a great deal of good to the road. I have myself been surveyor of these Holyhead roads in parts. Having been overseer for two succeeding years, and acted as road surveyor in the county, I can speak as to the state of the roads. If the County Council win their case, a very heavy loss to the parish will result.

Mr. *Grove.*

17,226. Upon what ground are they bringing the action?—On the ground of damage done to the roads by extraordinary traffic. The traffic there is not as great as it was 40 or 50 years ago. I remember before the time the traction engine came on the road that in driving to Corwen, I have got into ruts on the road, and feared that the axle of my trap would be broken, but now, I am glad to say, I do not find a single rut in it, because the traction engine levels it.

Chairman.

17,227. Then are there any instances of co-operation or sharing of profits and risks between landlord and tenant, or between employers and employed?—No.

17,228. Is there any co-operation among farmers for purchasing or analysing farmstuffs, such as manures?—No. That is a thing very much overlooked in this country. If there were such co-operation, farmers would be much benefited. I consider this is one of the most important branches of farming and requires great care and experience. I am very sorry to say that the farmers in our district very often look at the cost of the seeds. My experience of farming is that the best seeds are the cheapest. I may tell the Commission that I am continually valuing and assessing damage after fire both in England and Wales: I used to be formerly in Liverpool. I was once called upon to assess the loss by fire at a manure manufactory, and greater rubbish I never found in my life than the manure which was turned out there. Mind you, I am not speaking as to all, but of this particular place—I am not going to name it, of course—greater rubbish I never saw put upon land.

Chairman—continued.

It is a great pity that the farmers do not procure the best manure, the best seeds, and at the best prices; it is cheapest in the long run.

Mr. *Grove.*

17,229. Was that manure analysed chemically?—I had to do that as assessor of the fire loss. I am speaking now of what I saw there prepared to put on land, knowing, as a farmer myself, that it was of no earthly use, and I say, farmers in this country ought to join together and deal with a respectable firm to get the very best material and the very best seeds. That is the only way to get on in farming.

17,230. To what extent, if at all, do farmers insure their stock, crops, implements, or buildings?—The farmers in this parish mostly insure their stock and produce. The landlords insure the buildings. In this parish of Cerrig y Druidion the farmers used formerly, when a fire happened, go from one neighbour to another and beg for help, but now they generally insure their stock and the landlords insure the buildings.

Chairman.

17,231. Then I will ask you as to the general condition of the farming population. Are there in your district many peasant proprietors or small freeholders?—Very few indeed.

17,232. Their number has decreased?—Very much.

17,233. You say that farmers' wives work very hard?—They do work very hard. I know of no women who work harder than the farmers' wives, and it would be much better if farmers would exert themselves as much as their wives. They work very hard from morning till night. First, they go and milk the cows and prepare the milk, then they prepare the breakfast for the men; after that they prepare the food for the calves, and so on throughout the whole day. I know of no farmers' wives in any part of England or Wales who work harder than the Welsh farmers' wives.

17,234. What is your opinion with reference to the children on the farms?—They do work upon the farms, but it would be much better to send them away from home. I should like to impress that upon the Commissioners, because they say that children work at home without wages. Admitting they do, supposing a farmer has a son whom he wishes should succeed him on the farm, let him keep that one at home and send the others down to England, when they are 16 or 18 years of age, to gain information there as to farming, and if they want to return to their own country (as we Welshmen are all very glad to return to our country), they will return with experience and be better farmers. That is my opinion.

17,235. Thank you; all your evidence is very similar to that which we have had before. I may say it coincides with all we have heard?—Very well, then I suppose I may be right. I should like to state, with regard to the amount

Chairman—continued.

of the labourers' wages, that they vary. I paid 15*s.* and 16*s.* per week, the men finding their own food and lodgings. Team men get from 18*l.* to 25*l.* per annum and their keep. Then with regard to the chief fluctuations in wages during the last 50 years, farm wages 50 years ago were 4*s.* 6*d.* per week and keep, they are now 7*s.* to 9*s.* per week and keep. Harvest wage 50 years ago was 9*s.* per week, and now it is 22*s.* to 24*s.* per week, the keep included in both instances. I should like, if you would permit me, to say this as to the farmers' daughters in Wales, and the farmers too. In this parish the matter is rather a serious one, viz., cooking, which is very little understood indeed amongst them. The medical men there have told me this, that it often happened the patients really did not require medical attendance at all; all they wanted was a little kitchen medicine, and he said, "I can assure you, Mr. Jones, I have often "to cook food fit to give an invalid myself, "because the people here do not understand how "to make even a little soup, or anything else "suitable for an invalid." I say it would be much better for the farmers' daughters to go from home to England. In the case of those who have gone and have returned home, you can see the improvement in their houses and in their cleanliness and tidiness.

17,236. That is valuable information. Can you tell us about the principal causes of depression?—There is a great deal of importation of foreign live stock and corn which acts most injuriously against the farmers in this country.

17,237. What do you suggest are the remedies?—With regard to the remedies, I think transfer of land ought to be made very much cheaper as things are, far too much goes amongst the lawyers. First of all, there are the procuration fees, and then they go on with their letters and all that sort of thing, and the poor farmer, if he buys his own farm, has to pay very, very dearly for his conveyancing.

17,238. Too dear for it?—Too dear, in my opinion. I think that transfer of land ought to be very considerably cheapened by Government, and it would be very much better for the freeholders of Wales and the farmers. Men here who save a little money, and buy a little land, ought to have it at a less cost of transfer than they do now. It is something terrible as matters stand.

17,239. Then with regard to the general relations between landlord and tenant, they are friendly?—They are very good.

17,240. Can you tell us how much money has been spent on the estate in repairs?—They have spent in my time there about 1,100*l.*

17,241. There are nine farms on the estate?—Yes.

17,242. And you do not charge any interest?—No interest at all.

17,243. You have got three families that have been there for 70 years?—Yes. Do you wish to

Chairman—continued.

see the agreement? I have a copy of the agreement between landlord and tenant if you would like to see it.

Sir *John Llewelyn.*

17,244. Mr. Jones, with regard to the enclosed land which you spoke of, were the enclosures made under the Enclosure Acts?—Yes, they were made under the Enclosure Acts. I had not anything to do with it.

17,245. Then can you give us any reason why the land which you say is reclaimable has not been brought under cultivation?—Well, a great deal more might be made out of the land than is made now, and I think greater industry on the part of the farmer in a greater measure is required. A great deal of time is lost in going to fairs and markets which ought to be spent at home. If the Welsh farmers were to read more of the agricultural papers it would pay them much better than going from fair to fair and market to market, and they would have more time to remain at home with their men.

17,246. Is there much land uncultivated?—There is a great deal of land here that may be brought into cultivation.

17,247. Where is that land?—Part is close to the village of Cerrig.

17,248. Can you suggest any better system by which that land could be profitably worked?—It wants labour upon it. It wants draining and cultivation. That is what it wants, nothing else. It would make some of the best grazing land; in fact I used to let grazing land to farmers from near Bala from May to November.

17,249. Can you suggest any better system by which that land could be brought into cultivation?—More labour upon it, that is all. There is plenty of land here, and plenty to keep the labourers employed too, and besides, it would keep the labourers at home. The labourers would be employed after harvest time. As things are after the harvest is over, the labourers are put on one side, they are not wanted, and when the farmer wants them again he cannot get them.

17,250. Do you suggest that a greater security of tenure would result in this land being cultivated?—I really cannot say. I have offered leases and they refused to take them. They prefer to be tenants from year to year.

17,251. You spoke of two leases, did you not?—The only lease I had was with one farmer. He was the best farmer in the country, a man named Edwards, and he farmed a farm belonging to a charity of my late uncle, who presented it to the parish for the support of a girls and infants' school.

17,252. Were they two in number?—They were two in number.

Sir *John Llewelyn*—continued.

17,253. Were they repairing leases? Who did the repairs?—The landlord, certainly.

17,254. For what length of time were they? Do you mind telling me?—Seven and 14 years. One lessee bought his farm, but that was near Corwen.

Mr. *Grove.*

17,255. You speak of reclaiming land, and making land that is worth 1*s.* an acre now worth 30*s.* per acre?—I do. I have done it myself.

17,256. How much per acre did you expend in reclaiming that land, about?—Well, I do not suppose, taking everything into consideration, that I spent 20*l.* an acre upon it.

17,257. So that as a matter of commercial speculation it would pay to do it?—Yes, pay well.

17,258 Now you say that there is a great deal of other land of the same kind that may be done in the same manner?—Yes.

17,259. Then who do you think should find the money to do that, the landlord or the tenant?—If the tenant was to take a lease upon it, he may do it, or his landlord. Some has been done, but I have never seen that the landlord has raised the tenants' rent for improving his land.

17,260. Then if there was to be fixity of tenure, you think it would be reasonable for the tenant to do it?—Yes, if he had a lease—very reasonable.

17,261. You speak about the farmers going to fairs and markets rather more than you think they need. I suppose they must go to those places to buy and sell their produce, must they not?—True, when they have something to buy and sell. But I maintain that in Wales we are rather short of agricultural papers in the mother tongue. It would be much better if there were more. We have to be content with little papers, such as "Farm and Home" and "Farm and Fireside." It is a very nice little paper to read, and you can get much more information from that paper than by going 14 or 15 miles to market and spending 5*s.* or 10*s.* and wasting time. The farmer's time would be better spent at home, but at the same time he should go when he has business.

Mr. *Griffiths.*

17,262. I think you said that there is no change in the nature of the agriculture in the district?—In this neighbourhood there is not. One portion of this estate belonged to the old monks of Abergynolwyn, no improvements have been made there, and you can find the old marks still remaining, so it is evident that not much cultivation has taken place. As you can see, it is mostly sheep farming and cattle grazing.

Mr. *Griffiths*—continued.

17,263. Have you any mowing machines?—Yes, there are one or two I think I know of.

17,264. And implements of all descriptions?—They are very backward with the use of implements. But there is another matter, I think, which should be mentioned, farmers ought to have more shedding for their cattle instead of cow ties. The open shedding is more profitable than the cow ties.

17,265. Have you ever considered how much more capital a farmer of the present day requires, owing to the improved implements, than 50 years ago?—Oh, yes; there is no doubt at all that the implements of husbandry now have improved farming very considerably, and the more implements that come into Wales the better it will be for the land. But the farmers require capital to get them, and they require proper houses to keep them in. Implements are very expensive things if there is no shed to keep them in the winter, when they are not wanted.

17,266. You say that there are no improvements made by the tenants? Do you not consider that drains being made, and pipes laid down, are improvements?—Yes, but there is very little done.

17,267. Is not that an improvement by the tenant?—Yes, but I think the landlord has done a great deal more than the tenants.

17,268. You say again that there are no growing crops? Will you explain that?—On the 25th of March, I mean.

17,269. At the expiration of the tenancy?—Yes, when the tenancy changes. I mean to say that there are unfortunately not much roots, and there are very few vetch crops. If there were more, it would be beneficial. I have found it very beneficial. I have grown cabbages in that part of the country which weighed 18 or 20 pounds apiece. Farmers should always grow some vetches, because you do not know how the season will turn out. Whenever it happened that I did not want them for early consumption, I used to harvest them for the winter feed, and there is nothing better.

17,270. Do you consider that farmers who have five or six sons grown up are in a position to place each of them on a farm in this neighbourhood?—I think the farmers' sons do very well. I can name some who are becoming joiners, masons, drapers, grocers, and clerks. I am speaking of their going from here to Liverpool. Many young lads have done well in Liverpool; and some have qualified as doctors and solicitors.

17,271. But I am speaking about the sons that are at home; do you think farmers are in a position to put each son, when they are at home, in separate farms?—I do not know whether they are in a position to do it. They do it.

17,272. You know such as have done so?—Oh, dear, yes. There are farmers' sons who have succeeded one another for generations.

Mr. *Griffiths*—continued.

17,273. I see one of your remedies is protection. Do you think a Government now will be prevailed upon to introduce that question?—That is a matter for a Government. My opinion is that farmers must have some protection.

17,274. Can you tell me whether the farmers in this district buy more food than they sell, such as Indian corn and flour?—I am sorry to say there are thousands of tons of foreign food brought into the country. They sell their pigs now from 4½*d.* to 5*d.* a pound alive. They get American bacon, which a poor unfortunate labourer cannot get now under 8½*d.* a pound. I remember the time when a farmer used to kill his own pigs and sell the food to the workmen. It would be much better for the farmer and much better for the workman to do so instead of paying the carriage for all this stuff, which is imported from America; they should consume their own produce which is now sold off the land. There is another matter I wish to mention, viz., the housing of the men and women.

17,275. Is the housing insufficient, or what do you wish to say about it?—Very insufficient indeed. The farm servants generally sleep outside above the cattle and horses. I am afraid there are some farmers who could house them on the premises, but who make a point of sending them out of doors. In my journeys in Wales fire assessing (I am not now speaking of this parish), I have seen the farmer's servants sleeping in a stable over cattle, the floor was not even boarded, it was just merely rough wood with straw over, and a few boards for the men to stand on. It is a disgrace to humanity that men are obliged to sleep in such places. But I know also in the neighbourhood I have mentioned of proper places for men to sleep in, why the men will and do go outside, whether they prefer it or not, I am unable to say, but they do it. A very unfortunate accident occurred about 18 months ago—in 1891 I think it was—at a farm about three miles from the village. A poor girl had been shot dead by a young man who was loitering about the place at night. I happened to be on the coroner's jury, and it was a pity to see her, poor young thing! The lad and his companions had been loitering about the place at night for some time; the farmer came to me to complain, and said, "Mr. Jones, I "have no peace either night or day." He said, "A lot of men come here from other farms at "night; they run my carts and barrows over "the walls, and let the cattle out, and now I "positively can get no sleep at night." "Well," I said, "why?" He said, "They come here "after the girls." I said, "You farmers should "lock your doors at night. He said, "If we did "not allow the girls this custom we could nto "keep a servant in the place." I said, "You "ought to unite, everyone of you, and either "the master or the mistress of the house should "make it a rule to see that your servants are "properly housed and in their beds at a proper

Mr. *Griffiths*—continued.

"time at night." This farmer was subjected to continual annoyance by these young men loitering about his farm. A very good police officer, who is now at Wrexham, was sent there, with the result that several men were summoned for trespassing at night and letting out the farmer's cattle. They were bound over for 12 months, and I suppose the farmer has been better off since then.

Professor *Rhŷs*.

17,276. What parish is this in?—The parish of Cerrig y Druidion where this poor girl was shot. One of the lads who had a gun with him stood by the window, and wanted the girls to let him in. It was Spring time, and a great many lambs, it was rumoured, had been killed by dogs. These two lads (they were only boys) had borrowed guns to go out with the intention, as they said, of shooting the dogs. However, they made for this farm, and got to this poor girl's window. The girl opened the window and put her head down in this way (*illustrating*) to talk to him, when by some means the young man shot her dead. I cannot say it was wilfully done, but I know the other servants told the doctor (this did not come before the jury) that the boy had remarked that if the girl did not come down and let him in, he would shoot her, but whether he intended to do so or not I cannot tell you. It is time these horrible things should be put an end to.

17,277. You would not say that they usually carry about guns when they go to see the girls?—No; I only say in this instance.

17,278. You attribute their going about at night in that way to the fact that there is no control kept over them by the farmer?—Yes; I think a farmer ought to control his hands, and particularly women. I never asked my labourers on the farm to work excepting from 6 to 6,

Professor *Rhŷs*—continued.

but then they worked while they were at it; other labourers work longer hours, from 5 o'clock in the morning till 6, 7, or 8 at night. Men cannot work all these long hours, neither can the poor servant girls. It is only natural that girls should want to go to shops to buy something or other sometimes. They are never allowed out in the afternoon, and they must therefore go to the shop in the village at night, and we know what happens when the girls go out at this time.

17,279. Can the farmer exercise proper control over the farm servants? Has he got accommodation to have them sleeping within doors?—I know some who have, and the farm servants sleep out.

17,280. Whose fault is it, do you think?—It is the fault of both. I think the farmer ought to keep, and the landlord ought to provide, sufficient accommodation for the men servants to sleep inside the farm-houses.

17,281. Does the landlord provide sleeping accommodation?—If there is no such accommodation the landlord ought to.

17,282. I want to know what there is?—Well, there is, as I told you, on some farms, and on some there may not be.

17,283. But on some there is sufficient accommodation?—Yes.

17,284. And even there the farm servants do not sleep in the house?—No.

17,285. So that it is the custom of the district for them to sleep in the outhouses?—Yes, mostly.

17,286. And you think that is to be deplored?—It is very much to be deplored.

17,287. For various reasons?—No labourer ever slept in my place. I paid them by the day. I paid my men 15*s.* or 16*s.* a week, and they found their own food and lodging.

The witness withdrew.

Mr. William Watkin recalled and further examined.

Chairman.

17,288. You have been before us twice?—Yes, my lord.

17,289. We are extremely anxious to give you every facility and to do everything in our power, but we must call your attention to the fact that there are a great many witnesses as well as yourself to be called, and that therefore we shall have to confine you entirely to what you wish to rebut?—Yes, my lord.

17,290. Will you please keep yourself as closely to the point as possible, and confine your evidence to any statement which you think it necessary, in the public interest and for the public good, to rebut. We will take no further

Chairman—continued.

information about the estate or upon any general matter?—Certainly.

17,291. You wish to rebut the evidence of Mr. Robert Owen Jones given at Pwllheli?—Yes. As to his statement that when he went to live at the house I commenced to repair it, but did not complete the work owing to Mr. Huddart's death, this is not the fact. Mr. Huddart died on the 1st February 1885, about two months before Jones entered upon his tenancy. I promised Jones to do certain repairs which he considered necessary, and he said that, as he had himself been a master builder and contractor, he could do them cheaper than anyone

9943, 518, 446.

See 11,491–11,528, 17,446.

Chairman—continued.

else. When he paid his rent in January 1886 I allowed 9*l.* 3*s.* 4*d.*, the amount of his brother's bill, for repairs, and also 4*l.* 6*s.* 10*d.* for work done to the house by Jones himself. In subsequent years I allowed him the following sums in respect of repairs done by him or under his supervision :—

	£.	*s.*	*d.*
1887 - -	5	0	0
1888 - -	2	0	0
1889 - -	2	14	0
1890 - -	13	14	5

I have the bills here for those repairs, which I took from him as cash on the rent days. I will produce them, if necesary.

17,292. Yes, produce them ? (*Witness handed in bills*).—During those years I also paid about 18*l.* for materials for the repair of the house. As to the land adjoining Plas yn Penrhyn House, let to Jones, it is not the fact that he was charged 80*l.* a year rent in respect of it, nor is it the fact that land was taken away from him without any reduction in the rent being made. Then I produce copies from the rent book, slips for each half year, which show you the regular course of things from the date he went there till he left. (*Witness handed in slips.*)

17,293. Then you say he paid 57*l.* and afterwards 69*l.*, and not 80*l.* Is that so ?—That is so, my lord. In 1885, when he became tenant, he was charged at the rate of 57*l.* a year. After the sale of part of Mr. Huddart's property, 10 acres 3 roods 21 perches were taken away from him, and 17 acres 2 roods 28 perches were added to his holding. The rent was raised to 69*l.*, that is to say, 12*l.* added in respect of the additional 6 acres 3 roods 7 perches of land. The landlord paid all rates and outgoings in respect of the land, and I do not consider the rent excessive, as it is good land and situated near the town of Portmadoc. After 1887 no land was taken away from Mr. Jones, and he continued as tenant to March last. It is a fact that a pond on the land was included in the lot sold to Mr. Haigh and taken from Jones's holding, but I consider that there was still enough water on the land for Jones's purposes. There has always been an unfailing supply of water in a well close to the house, and the present tenant, by simply cutting a trench on the land, has not only supplied his own stock during the recent great drought, but has been able also to supply his neighbours with water.

17,294. Was any reduction made in the rent because this pond was taken away ?—No, the water was taken. I produce a letter from the present tenant to show there is sufficient water there.

17,295. Do you deny that the tenant had to carry water in a tank for a quarter of a mile ? —I do not know anything about it.

17,296. Do you deny he had to pay 13*s.* to the waterworks ?—I do not know anything about it. What I maintain is that there is sufficient water on the premises.

17,297. But you do not deny that he had to pay 13*s.* rent to the waterworks for water to give to his cattle ?—I do not know about that.

Chairman—continued.

17,298. You say there was enough water, and he says there was not ; that is what it comes to ? —Yes.

17,299. And he says that he had to pay 13*s.* rent for the water from the waterworks to water his cattle ?—Yes. There is a letter from the present tenant. (*Witness handed in letter.*)

17,300. The present tenant states in the letter that "at one time the well was getting "rather low, but I made it deeper, and there "was a plentiful supply after that for my "cattle." At the time before the well was deepened the late tenant says that he had to pay 13*s.* a quarter rent to the Portmadoc waterworks ?—Yes ; it is only deepened about 18 inches, that is all, my lord. It is true that Jones complained that the rent was high, but it is not the fact that I advised him to continue tenant. On the contrary, I told him that I had no power to reduce the rent, but if he gave up the tenancy I would, after receiving notice to quit, see what the trustees would do for him. So far from desiring him to continue tenant during the last year, I told him that as he did not pay rent he must leave. As to Mr. Jones's statement with regard to the negotiations between him and Mr. Randall Casson, it is not the fact that, owing to my not carrying out my promise, the arrangement fell through. On the contrary, I was very glad that Mr. Casson's client was likely to take the house. I promised to meet his requirements in every way so as to secure the tenant. Mr. Casson afterwards informed me that his client had taken a house which suited her better. I will produce a letter from Mr. Casson to me, dated 22nd September 1893, bearing out my statement. (*Witness handed in letter.*) I would state generally that I have not in any way treated R. O. Jones harshly. As before stated, I spent considerable sums (considering the rent) in repairing the house, and I did not press for punctual payment of the rent. In March last he owed 492*l.* 14*s.* for arrears of rent, and I agreed with him to accept 120*l.* in discharge, on the understanding that he would give up the premises on the 1st March 1893. During the eight years that R. O. Jones occupied the house and land he paid (including sums allowed for repairs) 555*l.*, or at the rate of 70*l.* a year. The rent did not ruin him as he did not pay it. When he paid the 120*l.*, which I accepted in discharge of 492*l.* 14*s.*, he retained the whole of his stock, and also the furniture in the house. I have no means of ascertaining what he received for the stock and furniture, but I have been informed that he had a good balance after paying the 120*l* I am informed that he is now tenant of a farm called Plas Canol, under Mr. Haigh, at the rent of 45*l.* a year. Since R. O. Jones left in March 1893 the house of Plas yn Penrhyn has been re-roofed, but the work was not completed in time to let the premises for the summer season. With regard to Jones's statement that the land he occupied has since been let at a reduced rent, the fact is that it has been let to Mr. John Owen at 70*l.* a

Chairman—continued.

year, which is 1*l.* a year more than the rent at which it was let to R. O. Jones. As to the land let to Evan Griffith and William Williams, to which Jones referred, the former rent was 20*l.* They had impoverished the land by carrying away the crops, and not bringing back any manure. I let it at the reduced rent of 16*l.* to the present tenant, who runs a coach and keeps horses, as I believed he would improve the land.

17,301. Then it comes to this; he says he owed 600*l.*, you say he owed 550*l.*?—He said himself in his evidence that it was so.

17,302. Then he was sold up?—Yes.

17,303. And you got for the 600*l.* that you had allowed him to go into debt 120*l.*, and he was left with his furniture and 10*l.* and a cow that he had not paid for?—He had his live stock besides, and his furniture.

17,304. Was not that seized too and sold up?—I sold up everything for him.

17,305. You sold up everything he had in the world?—No. I produce the agreement. (*Handing in agreement.*)

17,306. I think that is what he said before?—He said 600*l.* I never said that.

17,307. You said 550*l.*?—I said upwards of 550*l.*; it was 492*l.* 14*s.*

17,308. You say 492*l.* 14*s.* He says 600*l.*; everything was sold?—No, I said I got 120*l.* from him.

17,309. You sold everything he had?—I sold everything to him for 120*l.* That is what it is.

17,310. You got 120*l.* instead of 492*l.* 14*s.*?—You see by the agreement that it is so.

17,311. Do you mean to say that the tenant had 120*l.*?—He paid the solicitors 120*l.*, and he got the things.

17,312. Do you mean to say that the tenant went away with 120*l.* in his pocket?—No, I do not mean to say that. My belief is that he had a great deal more.

17,313. Who got the 120*l.*; did he get it or did you get it?—I got 120*l.*

17,314. And what did the tenant go out of the farm with?—He went away with his things. That was part of the agreement. If you read the agreement you will see that.

Sir *John Llewelyn.*

17,315. Who had the stock?—He had the stock.

Chairman.

17,316. How much stock was there on the farm?—I have not got the list; but the solicitors had it. It is more a matter of the solicitors. I believe he said he had got 110*l.* for his live stock. Then he had his furniture; it is a large house and very well furnished. I knew that I was sacrificing a good deal. He made an assignment of all his goods.

17,317. That is what he says, Mr. Watkin. He is asked: "How much did the stock realise?" He says, "110*l.* on the whole bill of sale"?—

Chairman—continued.

That is what he meant for the live stock. He sold the live stock in October, and then he sold his furniture in March. He had a two days' sale in March, my lord. I may add this, that he got the solicitors to write; he wanted to go on afterwards—after last March—and wrote to the trustees as well, and wanted to go on with the place, but I would not allow him to.

[The interpreter was here directed to proceed to another room in order to translate into Welsh the evidence given above by Mr. Wm. Watkin to Mr. Robert Owen Jones.]

See 17,4

17,318. Now we will go to the next witness you wish to rebut?—As to the statement of Mr. John Thomas Jones at Pwllheli on the 19th September 1893, that I gave notices to quit to Robert Roberts, Caellobrith, and John Thomas, Broneifion, for political reasons, this statement is untrue. Those farms belonged to the late Mr. Ellis Anwyl Owen, who himself signed the notices to quit. He required the land for the purpose of offering it for sale by auction. The land was offered for sale in small lots, and portions were sold. I may state that I received a letter from Mr. Anwyl Owen, about the time of the election of 1868 from Jersey, stating that if he came to England he would vote for the Liberal candidate, and it was not likely that he would eject his tenants for voting for that candidate. I produce that letter. I may say that Mr. Ellis Anwyl Owen was a Liberal in politics, only he was against the Irish Disestablishment.

See 11, and below.

17,319. The following questions are handed in by Mr. Llewellyn Jones:—"When did the sale "of the land take place?"—In 1872, my lord. They could not go on with it at the time. The tenants thought of obtaining the land, and to prove it, Robert Roberts, one of them was in the house till 1871. I produce the receipt for the money which I paid for fixtures, &c. at the house. He left in 1871.

17,320. "Do you know whether letters sent "to you and to Mr. Huddart were not replied "to?"—I do not know anything of any letters he may have sent to Mr. Huddart. That is not the question with regard to this.

17,321. "What was the amount of rent due "when the bill of sale was made in 1892?"—It was less by 119*l.*: the 119*l.* was not due when the bill of sale was made. It was 492*l.* 14*s.*, less 119*l.*: that was the amount due then when the bill of sale was made in October or November 1892.

17,322. "Is the document produced, the bill of "sale?"—I believe that is the agreement. The bill of sale was made in April 1892. That bill of sale was made then, if it was a bill of sale.

17,323. Is this the bill of sale?—No, that is the agreement when I sold him the things.

17,324. Have you got the bill of sale?—No, I have never seen the bill of sale, if it was a bill of sale. It is in the hands of the solicitors, but I got the agreement. I have handed the agreement to you. You asked me a question about when the sale took place.

Chairman—continued.

17,325. Do you wish to state anything more?—Then John Thomas was till his death in this place. I produce the notice to quit which was given a little before the sale, signed by Mr. Ellis Anwyl Owen himself. I never signed a notice to quit to any of Mr. Anwyl Owen's tenants in my life. (*Witness handed in notice to quit.*)

17,326. Who do you say signed these notices to quit?—Mr. Ellis Anwyl Owen himself, the landlord.

Chairman—continued.

17,327. The landlord signed the notices to quit?—Yes, in fact I acted more as a friend than an agent for him. We were brought up close together.

17,328. That is all you wish to say on the subject?—Yes.

Mr. JOHN THOMAS JONES recalled and further examined.

Chairman.

17,329. What do you wish to state?—In reference to the evidence which has just been given by Mr. Wm. Watkin, I should say Mr. Watkin was the agent; the landlord was in Jersey, a long way off, and did not interfere in the election of 1868 at all. He was quite willing that his tenants should do as they liked, and they did vote Liberal, as they intended. By the support given them by a friend of Mr. Anwyl Owen there, Robert Roberts, Port madoc, went to fetch them, and they had free liberty to vote Liberal as they intended. But I emphasize again what I stated at Pwllheli that Mr. Watkin sent his man Griffith Roberts to these two tenants to say that, unless they voted with him there were others willing to take their farms. I have seen the widow of Robert Roberts since, and she tells me the same, that those were the words, and Robert Roberts was not allowed to stop on the farm; he was not allowed to bid for the farm, but he was allowed to be there for one year only, till he got a house, and I believe he did take two fields by auction. Robert Roberts felt this to the day of his death, and gave the agent, not his master, cause to turn him out. The estate of Caellobrith is not sold yet, but it was put up for auction and has not been sold.

17,330. I do not want to interrupt you, but all you want to say is that:—"After the election "of 1868 the tenants of Broneifion and Caello- "brith had notice to quit from the landlord, and "the night before the election the agent sent "his head man to them both to say that unless "they voted with him they would have to leave "as others were bidding for the farms"?—That is correct.

Chairman—continued.

17,331. And that has been denied by Mr. Watkin?—Yes.

Lord *Kenyon.*

17,332. May I ask one question? Was the land put up for sale?—Yes.

17,333. Was any of it sold?—Caellobrith was not sold at the auction, but it has been sold since.

17,334. Mr. Watkin's contention was that notice to quit was given on account of their wishing to sell?—The general opinion is the reverse; the general opinion is that it was done on political grounds.

Chairman.

17,335. Mr. Watkin says it was not so and you say it was so. That is all you wish to say?—Yes.

17,336. There is one question put in by Mr. Watkin: "Did Robert Roberts remain till 1871 on his farm"?—He remained there one year, as I said, after he received notice that he was to leave.

Lord *Kenyon.*

17,337. After the notice expired?—Yes, after the notice expired; the notice expired, say, the 20th March or May; he was allowed to be there a year after that.

17,338. One year's grace?—One year's grace.

The witness withdrew.

Mr. ROBERT JONES called and examined.

Chairman.

17,339. You are a land agent at Festiniog, are you not?—Yes.

17,340. What district do you give evidence for?—For Trawsfynydd, Llanfachreth, Llanelltyd, Llanfair, Llanbedr, and Llandanwg parishes, all in the county of Merioneth.

17,341. To which estate does your evidence particularly refer?—Mr. R. H. Wood's estate alone, for which I am agent.

17,342. What is the acreage?—The acreage is 4,680.

Chairman—continued.

17,343. And the estate is unencumbered?—Yes.

17,344. No fines are charged on admission?—No.

17,345. And the sheep runs are let with the land?—Yes.

17,346. Then, of course, the sheep walks are considered part and parcel of the farm?—Yes.

17,347. And as to the general condition of the sheep farming, I suppose you say the same as everybody else has said?—Yes.

Chairman—continued.

17,348. We have heard a great deal about that?—Yes.

17,349. Mr. Wood lives a great deal amongst his tenants?—Yes, especially during the summer.

17,350. You never interfere in reference to politics or religion?—No.

17,351. Have you been trained as an agent?—I have been trained as a farmer; I know stock dealing.

17,352. And you are accustomed to sheep and cattle?—Yes, I have been all my lifetime.

17,353. The usual date of entry is the 25th of March?—Yes.

17,354. And they are yearly tenancies?—Yes, all.

17,355. Have any cases of hardship arisen to your knowledge?—Yes.

17,356. Can you tell us anything about that?—Sometimes there have been cases of hardship through long severe illness, and the landlord, in many cases to my knowledge, stepped forward and paid the doctors' bills and so on, to tide them over those difficulties.

17,357. What are the usual conditions of tenancy?—Yearly.

17,358. Will you give us a copy of your agreement?—That is the agreement. (*Handing agreement.*)

17,359. You have no oppressive clauses, have you?—No, not a single clause that I am aware of, at any rate.

17,360. You explain to the tenants what they have to sign?—Yes, always.

17,361. In Welsh?—In Welsh if they require it.

17,362. What is the rent?—From 5*s.* to 15*s.* an acre. Most grazing farms do not let higher than 5*s.*, and the arable not over 15*s.* or 16*s.* at the most.

17,363. What is the usual rent of land in your district?—Sheep and pasture from 5*s.* to 8*s.* per acre, and arable from 12*s.* to 16*s.*

17,364. Can you tell us what other services besides the payment of rent are rendered by tenants in respect of their farms? Have tenants to beat covers or to haul? Are there any services besides the payment of rent demanded from the tenants?—No, nothing whatever.

17,365. Have rents been raised generally or in individual cases on your estate within the last 50 years?—No, not on our estate, but many have been lowered, and on account of that I have a little rebutting evidence to put in.

17,366. Against whom is it?—Against Richard Roberts, who gave evidence at Barmouth. I have had a copy of it from the Commissioners. See 9341*a*.

17,367. Have you got his evidence?—Yes.

17,368. What have you to say about that?—Well, I understand that he was misinformed. He stated that the rents on Mr. Wood's estate were raised, but the fact is that they were all lowered, and that makes a deal of difference.

Chairman—continued.

17,369. He mentioned several farms?—Yes. I can state those. They are Bryn Crwn, which he says was raised from 40*l.* to 47*l.* The truth is, that was lowered from 45*l.* to 35*l.*

Lord *Kenyon.*

17,370. It is now 35*l.*?—It is now 35*l.* Mr. Wood never received more than 35*l.* for it. Tyddyn sais, he says, was raised from 40*l.* to 50*l.* The truth is, it was lowered from 50*l.* to 42*l.* Bryn maenllwyd, he says, was raised from 45*l.* to 57*l.* That again was lowered from 60*l.* to 45*l.* Bryn y gath from 44*l.* to 70*l.*, he says. The truth about that, is that the tenant himself, in selling the lease to Mr. Wood, valued that farm at 70*l.*, and he paid it during his lifetime.

Chairman.

17,371. Was it 44*l.* originally?—I do not know anything about the 44*l.*

Lord *Kenyon.*

17,372. It was the tenant's valuation, was it not?—It was the tenant's valuation in selling his lease, and after the tenant died, two years ago, the widow complained, and it was lowered to her from 70*l.* to 60*l.*

17,373. It is 60*l.* now, is it?—60*l.* now, with 20 per cent. abatement as well. The same abatement is given on all the farms.

17,374. There is one more which he mentioned, Pantglas?—Pantglas, he said, was raised from 80*l.* to 130*l.* When I first came there it was 140*l.*, and it was reduced to 130*l.*, and then it was reduced to 120*l.* It is 120*l.* now, and 20 per cent. abatement as well. That is all about that. He admits that he was misinformed, so there will be no quarrel about that.

Chairman.

17,375. Are there any permanent reductions on your estate or temporary abatements?—There have been permanent reductions on the farms named, and 20 per cent. abatements. There was 25 per cent. abatement in 1886, 1887, and 1888, and 20 per cent. in 1892 and 1893, and I suppose it will be the same for the current year again.

17,376. When rents are raised or reduced, do you re-value the estate?—No, it is only done by the landlord, his agents and tenants, consideration being taken of the prices of sheep and cattle.

17,377. As to the chief fluctuations in prices, we have heard a great deal, and I do not think we need trouble you about that. Then rents fall due on March 25th and on September the 29th, do they not?—Yes.

17,378. When are they paid?—They are usually paid from May the 12th to the 24th, and November the 12th to the 30th.

Chairman—continued.

17,379. You have nothing very much to say about the preferential claim. We have heard a great deal about that?—No.

17,380. Then the tithes are paid in the ordinary way, and the taxes as well. Can you tell us anything about the average size of farms in the district?—The average size of farms in my district is not very easy to tell, but as a rule I find them from 100 to 400 acres, but I know of many from 50 to 80 acres.

17,381. What is the state of cultivation and the nature of farming pursued?—Trawsfynydd, Llanfachreth, and Llanelltyd are mostly for hay and pasture, but wheat and barley are grown at Llandanwg and Llanfair, &c.

17,382. I suppose the landlord makes the wire fences and walls as a rule, does he not?—Yes.

17,383. The farmer looks after the ditches and keeps them open?—Yes.

17,384. What improvements are made in your district? Who makes them? What does the landlord do?—The landlord makes all new buildings and repairs, providing gates and posts, pointing and fencing without charging interest.

17,385. Do the tenants do the haulage?—The tenants as a rule cart all materials, such as timber, slates, wire, lime, &c., from the railway station, but in many instances, such as Brynre Wern and Caerhys, Abergeirw, and Cwmbychan, and Pantglas partly, Mr. Wood does them himself.

17,386. He helps?—He helps in many instances.

17,387. Then the produce and manure is bought, I suppose, by the incoming tenant.—Yes.

17,388 And the permanent improvements?—The incoming tenant pays for all hay and straw not consumed after the 25th of March.

Mr. *Richard Jones.*

17,389. Is it "not consumed after the 25th of March," or "before the 25th of March?"—Consumed after. Of course that is what I was thinking of; it is written down "after," because it is supposed the tenant is to consume all till the 25th of March, and what is left then the incoming tenant is to buy.

17,390. I think it should be "not consumed "before the 25th of March"?—Well, just as you please. It comes to the same thing in the end.

Chairman.

17,391. Then the custom as to the sale of sheep is the usual one, I suppose?—Yes, the incoming tenant has to buy all sheep bred on the land at a valuation, one on each side, and in case of disagreement an umpire is called in, whose decision shall be final, but I do not know of any case where an umpire was called in.

17,392. You can always manage it between the man who goes out and the man who comes in?—Yes.

Chairman—continued.

17,393. Can you tell us anything about game preserving?—Mr. Wood lets the grouse and partridges on some farms, and allows the tenants to have all the rest. Of course the law allows it, but he allowed it before it became law.

17,394. Then you have no trouble about the game?—No trouble whatever.

17,395. Are the relations between landlord and tenant very good?—They cannot be better.

17,396. Is there any instruction given in butter and cheese making?—Yes. The county council undertook to send qualified women for the dairy to many centres in the county, and a great many availed themselves of the opportunity.

17,397. Have you anything to say as to the facilities for the carriage and disposal of agricultural produce?—No; I must say we consider the railways to be a great boon in our part. The Festiniog and Bala Railway brought facilities to the parish of Trawsfynydd through bringing coal and lime to a reasonable distance from every farm. We had to pay 12*s.* a ton for carting to Trawsfynydd before the railway; now we can get it from Ruabon for that price and less.

17,398. Do the farmers insure their stock and crops?—Many do. I know of some, but on the whole, as far as my knowledge goes, the majority are careless.

17,399. Do the labourers avail themselves of benefit societies?—To a great extent, especially labourers.

17,400. And savings banks, and so on?—Yes.

17,401. You have not many peasant proprietors, have you?—Not many; they are selling out.

17,402. I suppose you agree that the farmers and their servants work very hard, and are a very industrious and hard-working people?—Yes, it is always the case.

17,403. And they all help each other?—Yes.

17,404. Could the present rents be maintained if wages were paid in respect of the children's labour?—It is not very easy to answer that, as when a farm becomes vacant the rule is for five or six more often to apply for the place, especially if the farm lets at from 30*l.* to 40*l.* a year rent.

17,405. That is the size of farm they like best in the neighbourhood?—Yes.

17,406. Then, I suppose, as to hired labourers you tell us that there are a few in cottages, and they live in the farmhouses?—Yes.

17,407. What are the wages that the men get?—In winter, about 9*s.* weekly; in spring, about 12*s.*; and in harvest time, about 15*s.* to 20*s.*, with food, or about 25*l.* a year with food.

17,408. That is always with food?—Yes, always with food.

17,409. Then your evidence is the same as we have heard before about the meal-times and evenings?—Yes.

17,410. And you think the sleeping accommodation is good?—It is mostly in the house as the rest of the family.

17,411. Is the accommodation on your estate fair?—It is very good. We have very nearly built all the houses anew.

Chairman—continued.

17,412. Are there separate places for the labourers to sleep in on the farm?—There are none on our estate sleeping out.

17,413. Have you sleeping accommodation for the labourers on the farm?—Yes, in the house.

17,414. They are decent, comfortable places?—Yes, surely.

Mr. *Grove.*

17,415. You said you took into account the price of sheep and cattle?—Yes.

17,416. You have a sort of sliding scale arrangement that is regulated by the price of the live stock?—For instance, we have let a farm to a new tenant, and as the prices were low that farm was lowered from 65*l.* to 60*l.*

17,417. Because stock was low?—Yes, or else there would be no need of it.

17,418. That is your rule?—That is Mr. Wood's rule, and then I carry it out as best as I can.

17,419. It is not an annual valuation, it is only when you happen to have a change of tenancy?—Yes, only when we have a change of tenancy.

Mr. *Richard Jones.*

17,420. There was one question which I am doubtful whether you understood aright, viz.:—Have any cases of hardship arisen? I take it the question means this, whether, say, fields have been taken from a tenant without any notice, or that he has had damage done to his land by timber felling, or something of that kind?—Nothing of the sort; we never had any complaint on that score.

17,421. That is what I take it the question refers to, but your answer refers to cases of illness?—Yes, sometimes through long severe illness.

17,422. What did you say about the landlord paying the doctor's bill?—And the landlord in many cases to my knowledge stepped forward and paid the doctor's bill. It would be a hardship for the tenant to pay a long doctor's bill, but he steps forward, and pays it himself.

17,423. I do not think you have quite understood the question; however it is very creditable to the landlord, I must say?—Yes.

Mr. *Griffiths.*

17,424. You say you are a practical farmer?—Bred and born.

17,425. Do you farm at present?—A little.

17,426. Do you say that 20 per cent. is sufficient to meet the present price of produce?—Well, Mr. Wood is the best in the district, and he has lowered his rents as well, as I told you, he has made reductions in the rent and 20 per cent. afterwards.

Mr. *Griffiths*—continued.

17,427. What do you consider would be a fair reduction in the present year? What do you as a practical farmer consider would be fair to have thrown back for the next half-year?—It is very hard to tell, because many farmers do not work in the same way.

17,428. And it would depend to some extent whether the farm is let high or low?—Our estate is considered low enough. There are plenty of applicants for a farm which happens to become vacant. I know that.

17,429. That is quite true, but at the same time we know there is very great depression?—Yes.

17,430. Tenants cling to their holdings as long as they can. Some people have said as an answer to this question that if they had all the rent allowed them this year they would not consider that any too much?—Well, I do not know. I am not of the same opinion as those at any rate.

17,431. Do you think 50 per cent. would be sufficient?—Oh, they would gladly take it, there is no mistake about that.

17,432. If the reduction is not sufficient, how long do you mean to leave these things going on—as long as the tenant has any capital, I suppose?—Our notion is if the landlord and tenant agree on that score, of course no one else ought to grumble; and the tenants on our estate are content. I must tell you that.

Chairman.

17,433. These are questions by Mr. Llewellyn Jones: "In what year did Mr. Wood commence to pay the tithe rent, do you remember?"—Well, as I wrote it down.

17,434. "Was it before the anti-tithe agitation broke out?"—Oh, no, he does not as a matter of fact pay it now. I pay it for him, of course, but it is added to the rent.

17,435. He pays it himself?—I pay it for him, and add it to the rent.

17,436. "How many farms are there on Mr. Wood's estate?"—About 30 altogether.

17,437. "How many changes of tenancy have taken place on the estate within the last 10 or 15 years?"—Only two or three.

17,438. This is a question by Mr. Owen Wynne: "Your landlord is a Conservative and a Churchman, is he not?"—Yes.

17,439. "Are you a Liberal?"—Yes.

17,440. "And a Nonconformist?"—Yes.

The witness withdrew.

Mr. Richard Roberts recalled and further examined through an Interpreter.

e 9341*a*, d above.

Chairman.

17,441. Do you wish to say anything?—I was not able to understand what Mr. Robert Jones said.

17,442. Do you want to rebut anything?—May I explain this? I had taken a list of Mr. Wood's farms, about half-a dozen of them. I called them Mr. Wood's farms because they were in his possession at the time. I referred to the increased rents which had taken place 15 to 20 years ago, and those rents had been increased, so far as I understand, on three farms before Mr. Wood bought them.

17,443. Your evidence refers to these farms before Mr. Wood came into possession of the estate?—Yes.

Chairman—continued.

Lord *Kenyon.*

17,444. Do you agree now that the rents have been lowered?—Yes, I think that I owned that in my former evidence that there had been some rents reduced.

Chairman.

17,445. We quite understand that it was before Mr. Wood came into possession of the land?—Yes.

The witness withdrew.

Mr. Robert Owen Jones recalled and further examined.

e 11,491, ,288.

The Interpreter.

I have been over this evidence with the witness, and he states, in contradiction to what Mr. Watkin stated, that the house was not in fairly good repair when he entered it. He also states that he was tenant of the farm five weeks before Mr. Huddart died and not two months after his death, as Mr. Watkin stated.

Chairman.

17,446. When did you become tenant?—Christmas Day.

17,447. What year?—The first year I went there.

17,448. However, it is only a difference of five weeks?—Yes.

The Interpreter.

Mr. Watkin stated during the years 1887 to 1890 he paid 18*l.* for materials for the repair of the house. The witness states that these materials did not come to Plas yn Penrhyn. Mr. Watkin stated that after the sale of part of Mr. Huddart's property, 10 acres 3 roods 21 perches were taken away from his farm, and 17 acres 2 roods 28 perches were added. The witness states that 25 acres or thereabouts were taken from him, and that Mr. Watkin says an equivalent number was added to his farm. Mr. Watkin says there has always been an unfailing supply of water in a well close to the house, and the present tenant by simply cutting a trench on the land has not only supplied his own stock during the recent great drought, but has been able also to supply his neighbours with water. The witness states there has not been enough water in this well during the dry season,

The Interpreter—continued.

and he further states that he himself made this well. Mr. Watkin also said that it is not a fact that he advised the witness to continue tenant of Plas yn Penrhyn. The witness states that it is true that Mr. Watkin advised him to continue as a tenant. Those are the material points which the witness wishes to contradict.

Chairman.

17,449. There is one thing I should like to ask you. When you left the farm did you sell the stock to your own advantage, or was the stock sold from you, and taken for rent by the landlord?—I gave 120*l.* for the stock, and I sold it myself.

17,450. And you kept the money for yourself?—Yes, in order to pay them.

17,451. In order to pay whom?—To pay 100*l.* to my sister-in-law, and 20*l.* to my brother-in-law.

17,452. Mr. Watkin is perfectly correct in saying that you had that 120*l.*, and that it did not go to the landlord?—But I had paid them.

The Interpreter.

The witness wishes to put in a number of letters and a long statement, and I have explained to him that I was afraid the Commissioners would not be able to enter into the whole details of this case.

Chairman.

That is your evidence, and we are very much obliged to you.

The witness withdrew.

Mr. EDWARD GRIFFITH called and examined.

Chairman.

17,453. You are a Justice of the Peace for the county of Merioneth?—Yes.

17,454. Do you hold some property in the county?—Yes.

17,455. And you desire to give evidence on what point particularly?—I have several points.

17,456. Then tell us what you wish to say?—I wish to make a statement about my own property first of all. May I say that a letter was sent from Edward Griffiths, the agent of the Nannau estate, and was read at Barmouth referring to me as a Nonconformist landowner, and owing to that I thought it would be better for me to appear and to give a statement of my experience with property in the county as well as the rates. I will not be more than a few minutes.

17,457. You are a Nonconformist?—Yes, I am a Nonconformist, and it will not take me more than 8 or 10 minutes to say what I have to say to the Commission about my landed estate. My real estate is about 650*l.* annually, and I receive about half of that amount from seven farms the (other from house property), which I let to different tenant farmers, the measurement of which is about 1,100 acres. I have reduced the rents twice since the year 1880, being in all a reduction of between 24*l.* and 25*l.* per cent. I have one point about common land in our district. Before we can understand the present condition of the rural districts in Wales we must go back to the end of the last century and the beginning of the present. At that time we had hundreds of small farms which have since been abolished and consolidated with others. In the 31st Elizabeth, cap. 7 (1589), an Act of Parliament, was passed called the Cottage and Inmates Act. This Act is as follows:—That after the end of this session of Parliament no person shall within this realm of England make, build, or erect any cottage or dwelling-house to be used for habitation, unless the same person do assign four acres, at least, of land to be freehold with the said cottage. (There is an exception to houses built in towns and cities.) In Wales, with the great extent of common land, this Act had the effect of encouraging the building of cottages with their four acres of land in great numbers in all parts of the country, and especially in the county of Merioneth. There was such a growth of small tenements on the border of our common land that the authorities for the time being, consulted together how to check their progress. I have here a very interesting document of a solicitor at the time giving instructions to the authorities in the county of Merioneth how to check the progress of building small cottages with four acres of land.

17,458. On the common land?—No, not on the common land.

17,459. What is the date of that?—Well, there is no date on it, but it was written by a great lawyer, Mr. Owen, of Pant-philip. He was the greatest lawyer of the time, and he lived and took part in the business of the county from 1720 to 1755, or something of that sort. At the beginning of this century, Parliament began to legislate with regard to the common law. Enclosure Acts were passed one after another so rapidly, that not an inch of common land was left without being included in an Act of Parliament. I may state, my Lord, that I take a little interest in things of this character as an antiquarian, and I have the reports of the Commissioners of Waste Land in my possession from the year 1795 up to 1825. Having all those reports in my possession shows that I have taken a little interest during these later years in the matter. I will only mention one which is a fair specimen of the whole, that is an Act for enclosing lands in the parish of Dolgelley and Celynin, which had the Royal assent in 1811. The acreage of the two parishes is about 37,000, the common land within the two parishes was over 12,000 acres, or one-third of all the land in the two parishes. Under this Act a Mr. Josiah Boydell was appointed a Commissioner at a salary of 2*l.* 10*s.* a day; surveyors and assistants were appointed by the freeholders. The first allotment under the Act was $\frac{1}{20}$ to the Crown; the second $\frac{1}{20}$ to the lord of the manor. After this the allotments were to be made to the freeholders of the parishes in proportion to the value of their landed property to be ascertained by the Land Tax Assessment.

Chairman—continued.

Sir *John Llewelyn.*

17,460. Was the date of that 1811?—It was in the year 1811 that the Act had the Royal assent. Now a very few of the freeholders were taxed to the land tax in Merionethshire as well as throughout Wales; all the cottages and small freeholders mentioned before were not on the assessment. The consequence of this was that they lost the right, they had since Queen Elizabeth's time, to the common land of their county; by this one Act the poor were robbed of their property without any compensation. Again, it took the Commission and surveyors about 10 years to survey and allot this 12,000 acres; it was in 1821 that Mr. Boydell signed the maps and documents as complete; the expense, with an average of 1,200*l.* a year, would be 12,000*l.*, but they had the power under the Act to sell property to clear the expenses, and so they did; they sold privately and by public auction at Dolgelley many acres for above 100*l.* an acre. And at the closing of the account it seems that not enough had been converted into cash to defray all the expense, so Mr. Boydell kept a part of the common to himself, which is now a small farm called by the name of Ffridd Boydell. Our complaint here is, that the system under which common land was dealt with was most unjust, and had the effect of driving the best

Sir *John Llewelyn*—continued.

class—the working man—from the rural district, and the effect is felt to this day. I may refer here, my lord, to a farm of mine. There is only one farmhouse now, but in the old deeds of that farm there are eight messuages, six cottages, and 15 gardens; they had all been swept away before the commencement of the century. That is all I have to say with regard to the common. I have the price charged at the time for the common land. I ascertained from the report of the Commissioners that 117 acres were valued at a little less than 1*s.* an acre. 10*l.* 4*s.* was the annual value of 117 acres, and the price in all cases was five per cent. It is as sold for 204*l.* Well, I have had a little experience in dealing with rates in the county. The incidents of rates have so increased as to be a burden on the tenant farmer and have caused much depression and irritation. The School Board rate, sanitary rate, and the roads are an addition to what we paid before. Before 1882 we received from the letting of tolls about 7*l.* to 8*l.* per mile towards maintaining the roads. We have in the county 294 miles of main roads, which cost the ratepayers 3,753*l.* now, or 12*l.* 10*s.* per mile, or 3*d.* in the £ on the rates according to the present valuation. I happened to be a commissioner or trustee of the Turnpike Trust before 1882, and I took an interest in that. I think the sum this end of the county received for letting the tolls was from 7*l.* to 8*l.* a mile. There is great dissatisfaction among tenant farms with regard to this, viz., that all new rates fall entirely on the occupier. I have been for the last 20 years on the assessment committee and for the last 13 years as ex-officio member; I am well acquainted with their grievances, and although a small landowner, still I feel the disadvantage and must admit the justice of their grievance, and before landlords and tenants can meet equally on the different boards and deal with the rates they ought to join in the burden, and the rates ought to be equalised between landlord and tenant. I acted as chairman for the last two years on the rating committee of the county council, the work of which was completed at the last meeting. The valuation on farm and agricultural property was based on the rental as per income return. All the rental from farm and land in this county is 127,000*l.* That is a valuation for the county rate according to the new valuations. I am stating now the argument of the tenant farmers, which I hear very often at the Board, and especially on this committee:—"that this is only "$\frac{1}{3}$ of the produce of the land, so that there "remains $\frac{2}{3}$, and this part of the produce is the "wealth of the county; with this the farmers "keep their families and educate their children, "the working men and their families, as well as "all tradesmen, are supported, and all rates "paid; yet the laws are made to protect the "landlord's share and leave the share which "keeps the country to take its chance." That is the argument I get always at the Board from the tenant farmers. They say that the wealth of the country is, what remains of the produce after paying the rent. Another thing they say is, even in this county, that nearly half the rents of the county are going from the county to non-residents. I could name them. Of course they could not live in more than one county. Sir Watkin has property in three or four counties, and Lord Dudley, Lord Harlech, and many of them are non-residents of the county. Another large portion of the rents are going from the county in interest, so that the wealth of the county, which pays the rates and tradesmen and everything, goes from the $\frac{2}{3}$ of the rents, and that is the amount that does everything for the business of the county. Now the depression has continued for 13 years, and I am acquainted with dozens of farmers that do not know what to do, they are depressed. I mix with them, I try to assist them, and sympathise with them; they would give up farming at once if it was not for the low price they would have to sell the stock; selling at present prices would ruin them. I have here the report of a meeting held at Dolgelley in 1886, when 60 or more farmers from the west end of the county attended. I went to the meeting, I addressed them and advised them what to do under the circumstances. It was reported at the time in the "Cambrian News." My advice to the farmers at the time was:—"Apply to your landowners; "I am certain they sympathise with you, and "they will do anything they can to assist you "in the present state of depression"; but I am sorry to say that the depression has gone on, and the farmers feel they are depressed in this county. I am well acquainted with them. They appealed to me and I tried to assist them. In my opinion nothing will meet the requirements of the farmers but a Land Bill. Of course I have not much experience in this matter, and we must leave it to experts; but in my opinion before we can cheer up the farmers and keep heart in them to go on with farming in the county, they must have a Land Bill to lower the rents. It is useless to speak of protection or anything. The only thing that will meet the requirements of the tenant farmers in our county to any degree at present, is to lower the rents, and after lowering the rents to correspond with the state of the market, they ought to have fixity of tenure. Of course that ought to protect the landlords as well as the tenant, but that will be left to the experts. There ought to be fixity of tenure and compensation. I am quite convinced of that, and the sooner the better it will be for us as landowners to meet with farmers and try and do our best for them.

There is another thing I wish to mention to the Commission. There is a peculiarity in the Welsh farmer that we do not find in any other country. Wales is the land of Nonconformity. 95 per cent. of the tenant farmers are Nonconformists in North Wales. I will mention only my own parish, the parish of Dolgelley. In the rural district of the parish, excluding the urban district, we have a population of 1,318 extending over a district of 14 miles; in that district we have 125 *bonâ fide* tenant farmers voters. I

Sir *John Llewelyn*—continued.

consulted one of the officials, but I could only find that two of the 125 attended the Church of England, and two widows, four altogether, from among the *bonâ fide* tenant farmers in the parish of Dolgelley in the rural district As I say, only four out of 125 attended the Church of England. It is the same in the parish of Llanfachreth, over 80 per cent. are tenants on the Nannau estate; but this I feel that at every contest in our end of the county, school board, county council, members of Parliament—every contest—the agents come about and canvass the tenant farmers, and some of them even after canvassing the tenants on the polling day enter the polling booth. I can prove that because I was sent on two different occasions to a polling booth, and a very amicable and kind agent of one of the estates was there with me the whole day. I am grieved to think of my country and our Nonconformist tenants when there is a contest in any part of the county; there is the landlord's agent and the power of the Church of England, and on the other hand you have the poor tenant farmers and the tradesmen. You can imagine what the effect of this is; and not only that, the oppression continues and follows every election we have in the county. Even now cases are being referred to as having taken place some years ago, but there are cases it is impossible almost to find, but a spirit of oppression is prevalent. Then there are the clergymen in the county. I do not say of course that the clergymen come out to canvass, but they always seem to go against the great majority—the 80 per cent. of the county. Then there are the ladies of the Primrose League joining together. The effect after every election is very oppressive to all the tradesmen in the villages and towns in the county. They crush Nonconformity from every corner. That is all the evidence I have to give.

17,461. Do you complain of oppression?—I can give an instance, as I have spoken of the spirit of oppression, of what happened lately in the parish of Llanfachreth, in connexion with a small Calvinistic chapel there. This refers to Mr. Charles Owen, of Hengwrt uchaf, and I would rather speak in his presence, but, however, this is the fact. There was a post office, being a house and a shop, in that district, and the only house where a minister or a preacher of the Gospel could lay his head down in passing through. The minister of that little chapel lodged in this house for years. The tenant died. Well, I understand that several Nonconformists applied for the house as tenants; they were refused, and the house was let to a member of the Church of England, and the minister was refused at the only place where he could find lodgings, and was obliged to leave that district, and live 2 miles to 2½ miles away.

17,462. Can you give any other instances?—I am friendly with them, and I would rather leave the matter stand with that incident now.

Professor *Rhŷs*.

17,463. I was not here when you began your evidence, but I think you come from Dolgelley?—Yes.

Professor *Rhŷs*—continued.

17,464. Can you tell us anything about the timidity of the farmers to come forward in that neighbourhood. We are told that they are afraid to come forward to give evidence. In fact some of them who sent in evidence disappeared without coming forward?—I can state from my own knowledge I attended a meeting with Mr. Lleufer Thomas when he made his inquiry, and the room was full. There were over 60 who attended at the time, and as the inquiry was with regard to the wages paid to labourers, they were disappointed. A great many of them expressed themselves in this way: "I thought "it was something to do with the land, to "lower the rents."

17,465. They would have preferred a meeting about rents to one about wages?—Yes, and at the other meeting I referred to, which was reported in the "Cambrian News" in 1886, the hall was crammed full at the time with farmers from every part, but I cannot speak from knowledge as I did not take any part.

17,466, I am referring to this particular inquiry of ours. We do not put any names down on our list of witnesses except from briefs actually sent in, and in some cases men whose briefs have been sent in to the Secretary have failed to come forward to give evidence, and even some of the Welsh-speaking witnesses, whose evidence I went through with them at Dolgelley, failed to come forward in the course of the day?—Yes, I cannot give evidence on that point; I was not present and did not make any inquiries.

Mr. *Richard Jones*.

17,467. Of course you mean to intimate that placing a Tory agent in the polling booth was intended to induce the tenant to vote for a Tory candidate?—Well, he canvassed the tenants before, and he attended. Mr. Edward Griffiths, of Nannau, and I were both there representing each party. I thought myself that it was not fair for the tenants of the estate in a village which had 80 per cent. of the voters, that the agent should be present at the time. I do not know what his object was.

17,468. That was your conclusion, I suppose, that he was placed there with that object?—Well, I did not like to see Mr. Griffiths present. I did not care to see him; I knew he had such influence in the parish.

17,469. Are there any instances of what we may call boycotting Nonconformist tradesmen in Dolgelley?—Not lately. I do not think there are.

17,470. Have there been instances in the past?—Well, I cannot name any boycotting; of course there are rumours, but before I could mention anything of that sort I should like to have more time to look into the facts, and to make sure of them.

Chairman.

17,471. This is a question put in by Mr. Owen Wynne: "Is it not true that the new tenant "of the post office whom you mentioned was "a very old family servant?"—The wife might have been, but the young man was a man from

Chairman—continued.

Dolgelley. I think the wife was a servant of Mr. Vaughan's at Nannau.

17,472. Another question by Mr. Owen Wynne: "Do you not think that you have "considerable influence with voters?"—Yes.

17,473. You think you have?—Yes, I think I have.

17,474. This is a question by Mr. Thomas E. Ellis: "Do you know that in a special report "on Crown Lands in Wales, issued about 1825, "it is admitted that the cottages built on the "waste, and the acres cultivated around them "by the peasants, were added to neighbouring "large estates?"—Well, they were added according to the reports to all the freeholders who paid the land tax, and were down on the assessment of land tax.

17,475. Do you happen to know whether that was admitted on the special report issued as to Crown Lands in 1825?—I cannot speak to that.

17,476. "Are these the small holdings which "to a large extent have been merged in large "farms, and the cottages allowed to fall to "ruin?"—They are entirely gone—abolished from the country.

17,477. This is a question put in by Mr. Vincent: "You tell us that about 95 per cent. "of the tenant farmers are Nonconformists?" —Yes.

17,478. May Mr. Vincent take it then that there is no special preference for churchmen as a general rule?—Well, there is in some cases. They have tried even last year. There is an increase of one tenant farmer, a member of the Church of England, in one of the four parishes I mentioned since March last.

Chairman—continued.

17,479. This is a question put in by Mr. Llewellyn Jones: "Is it not a fact that the "post office was offered to a Nonconformist on "condition of his not taking the minister as a "lodger"?—Yes, it was on the condition that he would not take the minister to lodge there.

17,480. That was a condition?—Yes.

Lord *Kenyon.*

17,481. Or take any lodgers?—Well, I am not certain of that. But the minister was there and a Nonconformist applied for the house, and the post office would have been let to a Nonconformist provided he would not take a minister.

17,482. Especially a minister?—Yes. May I just say this before leaving the table; that although there are cases of oppression in the county, I was one of a deputation, consisting of five, who applied to Sir Watkin to buy the freehold of all our chapels on Sir Watkin's estate in three or four counties, and I think it is right to say that Mr. Wynne dealt with us most kindly and dealt with us most liberally, and Sir Watkin sold the freehold at a very low price indeed, in some cases at a nominal price. I am referring to the last Sir Watkin. There is another case again I might perhaps mention with respect to the chapel of Abergeirn, near Dolgelley, Mr. Nanney was selling the farm, and the chapel was built on the farm with a ground rent of 2*s.* 6*d.* or something. Mr. Walter Jones kindly took the chapel from the sale and gave it free to the Calvinistic Methodists and sold the farm. I think I ought to state those cases.

The witness withdrew.

Mr. Alderman JOHN HUGHES called and examined through an Interpreter.

The following statement of the witness was read:—

Alderman JOHN HUGHES, Hafod Fawr Isaf, Festiniog.

General evidence relating to Maentwrog parish.

The parish is a comparatively small one. Agriculture is the main industry followed by the inhabitants. The farms are comparatively small in size, several farms have been consolidated, for instance, Tyddyn Merched, Rhoswen, Gellidywyll, each of these three farms were two about 1872. This according to all appearances is disadvantageous to the land, to the tenant, and consequently to the owner.

About 30 labourers' cottages have fallen into ruins during the last 40 years, which cottages were scattered the length and breadth of the parish. There are two villages in the parish, namely, Maentwrog and Gellilydan. The inhabitants of the first place depend for the most part for their living on the Tanybwlch estate, namely, on the home farm, the gardens, &c., in connexion with the mansion of W. E. Oakeley Esq., which is close by. The majority of the inhabitants of the other village depend mainly on the slate quarries of Blaenau Festiniog. They go to their work in the morning, and return in the evening by train, a distance of seven or eight miles.

Nature of the Land.—Land in this part of the country is considered bad, the soil without much depth of earth, poisonous soil. The chief occupations of farmers in this parish are rearing horned cattle, making butter, and sheep farming. There is not much cultivation of land in the parish.

Poverty of the Parish.—To account for this we may mention one cause, the poorness of the soil. This possibly may go far to prove the poverty of the inhabitants. But the chief reason why farmers are so much in want is the high rents. The farmers fancy the farms are too high by one-third, taking the parish generally, although some of the landlords have reduced their rents, and the rest have made

Statement—continued.

certain abatements; but I consider that abatements in the rent are unfair to farmers, and if the farm is too high, the rent ought to be reduced.

See 17,494, 7,538–7,543. Another cause of the poverty of the parish is the game. The game is a destructive plague, messing the food of the cattle, and eating the children's bread. It is understood that some of the landlords are ready to give compensation for the loss caused by game, but it is equally understood by farmers that it is an offence to claim compensation, and as farmers are such a servile class they prefer suffering rather than ask for that which is reasonable they should have.

There are several landlords connected with this parish, but as far as I know only one of them lives in the parish, W. E. Oakeley, Esq., of Tanybwlch, who is the chief landowner, and about half the parish belongs to him. He has several good qualities as a landlord, there are excellent farmhouses on his estate, and good outbuildings; he keeps the boundaries of the farms well, and assists the farmers to drain and manure the land, which things are very deficient on the lands of other landlords in the parish.

I believe if the game were destroyed and experienced agents were appointed, the Tanybwlch estate would be one of the most reasonable in the country.

There are four persons connected with the land whom the farmer is in danger of offending, namely, the parish parson, the keeper, the agent, and the landlord. I believe what would meet the general wants of Wales, reckoning the farmers as well, would be Home Rule, or in its absence, Disestablishment and Disendowment of the Church, and a land court dealing with:—(*a*) Fair rents; (*b*) security of tenure; and (*c*) compensation for improvements."

Chairman.

17,483. Is that statement correct?—Yes.

Lord Kenyon.

17,484. Are you a tenant farmer?—Yes.

17,485. What is the size of your farm?—81 acres.

17,486. Is the land on your own farm that you are complaining of, or is it all the land of the parish?—I complain of my own farm as well as the land of the whole parish.

17,487. Do you think your opinion is generally shared by the people of that district, namely, that the land is very poor there?—Yes. They entirely agree with me. There is an association of farmers, and that is their opinion.

17,488. Of how many does the association consist?—The majority of the farmers in the parish.

17,489. Do you know the farm at the Tanybwlch Arms?—That is the Festiniog district, is it not?

17,490. It is just over the river from Maentwrog?—I do not know anything about that farm. The tenant of that farm is not a member of the association which I represent.

Lord *Kenyon*—continued.

17,491. I dare say she is not. What I want to know is whether you do not consider that pretty good land?—It looks better than many farms.

17,492. Does she not keep some very good stock?—Yes, but that farm is in the only valley in the parish of Festiniog.

17,493. Does not Mr. Oakeley raise some very fine stock on his own farm?—Yes, but it would cost four times more than any farmer could afford.

17,494. I dare say. Now you complain of the game. Do you complain of the game on Mr. Oakeley's estate?—Yes, the farmers generally complain.

17,495. Is it on your own account that you complain?—No, there are only grouse where I am.

17,496. Have they asked Mr. Oakeley to give them compensation?—Yes, but, as I have stated in my evidence, not one of them feels free to do so.

17,497. You state that experienced agents are not appointed. Do you consider Mr. Oakeley has an inexperienced agent?—That is my idea, at any rate; and that is the idea of the farmers too.

Mr. *Griffiths.*

17,498. Who is your landlord?—Mr. Rowlands, of Tenby.

17,499. Have you ever appealed to him for a reduction of rent?—Yes, scores of times.

17,500. Has he ever given you any abatement?—Yes, a little.

17,501. How much?—This is the only abatement I had: "The landlord to allow the tenant "in each year of the tenancy the sum of 5*l.* "towards the purchase of lime or manure for the "said land."

17,502. That is part of the agreement?—Yes, it is the agreement. He gives 2*s.* in the £ abatement on some occasions.

17,503. Has he given you suitable buildings?—No, they are unfit for either man or beast to live in.

17,504. Have you made an application for better buildings?—Yes.

17,505. And can you not get them?—Not at all.

17,506. You live not far from Tan y bwlch, do you not?—About three miles from Tan y-bwlch.

17,507. Does Mr. Oakeley give the use of his sires, such as horses and bulls, to the surrounding neighbourhood at a reasonable price?—Yes, he has been allowing them to use them for very little, almost for nothing. I do not know that he has charged anything.

17,508. Do the tenants generally accept it?—Yes, but there is such a difference in the breed.

17,509. Are they better or worse?—They are much better.

17,510. Would it not be advantageous to the farmers to make free use of that?—I believe that the land is far too poor to keep them on

Mr. *Griffiths*—continued.

unless you buy to feed them as Mr. Oakeley does.

17,511. Are you deputed to come here on behalf of the farmers of your parish?—Yes, I was appointed to come.

Mr. *Richard Jones.*

17,512. Had you a meeting of farmers to appoint someone to represent them at this inquiry?—Yes.

17,513. How many were there present at the meeting?—I am not sure of the number. We held meetings here and there through the parish.

17,514. Do you think the farmers generally in your parish approve of what you have said here?—Yes. I am stating what they wished me to say.

17,515. I think you say in your evidence that the soil in the parish is poisonous. What do you mean by saying it is poisonous?—It is red soil with shale foundation — [priddyn gwenwynllyd] poisonous soil.

17,516. Are there any works near the neighbourhood the smoke from which would damage the grass?—No.

17,517. Have you said what is the average rental per acre of the land in the parish?—No, I have not made that statement. I do not say for certain how much it is.

17,518. What is the rent of your farm?—It is 35*l.*, only that 5*l.* is taken off in accordance with the agreement.

17,519. Is there any sheep walk attached to your farm?—Yes.

17,520. Is that included in the rent of 30*l.*?—Yes.

17,521. How many acres is the sheep-walk?—I cannot say for certain—from 15 to 20 acres.

17,522. Do you raise any barley and oats on your place?—Oats will grow, but it is seldom that barley will grow.

17,523. How many bags per acre will it yield?—If we sow a hobbet we get five.

Mr. *Richard Jones*—continued.

17,524. That is about half of an average yield?—Yes.

Professor *Rhŷs.*

17,525. How much is a hobbet?—In Denbighshire two hobbets make a sackful.

17,526. How much is a sackful?—When we buy it, it weighs about 210 lbs.

17,527. What is a sack?—That is a sack.

17,528. You say you represent the farmers of the parish. What did they instruct you to say to us as regards any reform in the land question?—The farmers think that there is no reform to be expected until some means are found of valuing land between the landlord and tenant.

17,529. Let us know what you mean by that power that you allude to?—In the first place we expect impartial men to value the land.

17,530. Where do you expect them from?—We expect the Government to appoint experienced men.

17,531. What else do you expect them to do?—That they should go through the country valuing the land.

17,532. Is that all you say?—We want them to give some protection to farmers when they leave their farms.

17,533. You would be willing for the same men to come to give protection to the landowners, too, would you not?—Yes; so far as I know, the farmers do not wish for anything except that which is right.

Sir *John Llewelyn.*

17,534. Do you really want the Commission to believe that you are afraid of the parson?—Yes.

17,535. Are the other farmers the same?—I believe they are so generally.

17,536. What power has the parson got over them?—He has no public power, but private power.

17,537. Over you?—With the landlord or agent.

The witness withdrew.

Mr. William John Kerr recalled and further examined.

Chairman.

ee 17,494.

17,538. You are agent to Mr Oakeley?—Yes.

17,539. Is there anything you wish to say?—I should like to make one or two remarks (I will make them as short as possible) with regard to the statements which Mr. John Hughes, the last witness, made. He especially referred, I think, to the game at Maentwrog on the Tanybwlch estate. He complained that that was a great grievance generally in the valley of Tanybwlch.

17,540. Is that on Mr. Oakeley's estate?—Yes. The acreage of the Tanybwlch estate, not

Chairman—continued.

including the sheep walks, and not including grouse moors, is about 10,000 acres. Last year I think, the game books will show as good a return as any year in the last 20 years. Mr. Oakeley and his friends last year killed on these 10,000 acres about under 800 pheasants, under 20 hares, and under 300 rabbits. Most of this game was shot on land in Mr. Oakeley's own lands, about 700 acres. In the last five years I paid to the tenants as compensation for game 98*l.* 15*s.* Mr. Hughes also complained of the rents of the farms on the Tanybwlch estate; he said he considered the rents were generally too

Chairman—continued.

high. During my tenancy of the estate I have reduced three farms 7½ per cent.; I have reduced two farms 10 per cent.; two farms 12½ per cent.; one farm 13¾ per cent.; seven farms 15 per cent.; two farms 17 per cent.; one farm 18¾ per cent.; eight farms 20 per cent.; one farm 23 per cent.; five farms 25 per cent.; one farm 26 per cent.; one farm 27 per cent.; one farm 30 per cent.; and one farm 42 per cent. With regard to my qualifications as agent, I can only say that I am a Welshman, I have lived in Wales—all my life in the country—I can speak Welsh, and I learned estate agency in the Castle Menzies estate office in Perthshire.

Chairman—continued.

17,541. This question is sent up by Mr. Llewellyn Jones: "Can you give the names of "any of the tenants to whom compensation for "damage for game was paid"?—Yes, my lord Here is a table showing the payments made to tenants as compensation for game damage:—

(*a.*) *Damage done by Game.*

			£	*s.*	*d.*
December 4,	1885.	John Morgan, Caenycoed ucha	4	0	0
March 25,	1886.	Mer. Williams, Gellidywyll	6	0	0
September 13,	1886.	John Griffiths, Felenrhyd bach	5	0	0
December 22,	1888.	John Jones, Caencoed ucha	1	10	0
June 3,	1892.	Henry Parry, Tyddyndewin	1	15	0
December,	1892.	John Jones, Caencoed ucha	30	0	0
„	„	Mer. Williams, Gellidywyll	8	0	0
May 22,	1893.	Richard Jones, Creua	2	10	0
May 26,	1893.	J. G. Jones, Caencoed ucha	2	0	0
June 29,	1893.	M. H. Owen, Llechrwd	3	0	0
			63	15	0

(*b.*) *Barley damaged by Game.*

			£	*s.*	*d.*
November 21,	1890.	E. H. Owen, Llechrwd	7	0	0
December 5,	1891.	Mer. Williams, Gellidywyll	6	0	0
			13	0	0

(*c.*) *Rents of Fields.*

			£	*s.*	*d.*
July 1.	1886.	John Williams, Nant y march	3	0	0
November 21,	1890.	J. T. Jones, Cydnerth	6	0	0
June 3,	1891.	John Jones, Caenycoed	13	0	0
			22	0	0
		Total	£98	15	0

Mr. *Richard Jones.*

17,542. How were those sums assessed? Were claims put in by the tenant?—In every case almost (I will not say in every case) the claim was put in by the tenants, and I went and met the tenant on the land and we came to an amicable arrangement of the matter.

17,543. So that the tenants were perfectly satisfied?—My belief is that in every case the tenant was perfectly satisfied. I also wish to put in the payments I made for repairs and

Mr. *Richard Jones*—continued.

improvements on the Tanybwlch estate from the 1st July 1885:—

	£	*s.*	*d.*
Repairs	3,271	18	9
Improvements (new buildings, &c.)	2,010	5	9
	5,282	4	6
Allowed to tenants in pipes for drainage and lime, &c.	127	3	10

The witness withdrew.

Mr. Thomas Ellis called and examined through an Interpreter.

17,544. The following statement of the witness was read :—

"Thomas Ellis, Cynlas, Llandderfel, Corwen.

"I worked during the early years of my life on my father's farm, Ty Ceryg, in the parish of Llangower. I have been a tenant for nearly half a century. On my father's death my brother and I became joint tenants of Ty Ceryg at an increased rent of 10*l.* We farmed together for nine years. Our landlord was Mr. Gilbertson. In 1885 I became tenant of Cynlas, which I have farmed ever since. Cynlas is on the Rhiwlas estate.

See 6,910–6,915.

"During the first 15 years of my life as tenant I received very valuable agricultural instruction from my first two landlords, Mr. Gilbertson and the late Mr. Richard W. Price. Mr. Gilbertson took an experimental field on our farm, where he taught us how to manure and cultivate land successively for crops and for hay. The late Mr. Price took a keen interest in every farm on his estate ; he beautified it by judicious planting, and instructed and encouraged his tenants. Nowadays this district needs landlords practically acquainted with farming like them, or an organised system of school and college instruction in agriculture in all its bearings.

"I have read carefully the evidence tendered before the Commission and agree in the main with the evidence given by tenant farmers with regard to their struggles and difficulties and to the need for land reform. It is very natural to lay great stress upon the political storms of 1859 and subsequent elections. In old days to get on Sir Watkin's estate was—just what Welsh farmers are crying for to-day — very reasonable rents, perfect security of tenure, and a fair chance of good terms if a tenant ever changed his farm or left the estate. The evictions of 1859 came like a thunder-clap ; they struck terror into the tenantry like an earthquake. They created a breach, a gulf between landlords and tenants. Neither the Ballot Act nor time has healed that breach. It was the first serious blow at the spirit of enterprising cultivation by tenants.

"I should like to lay stress upon two of the farmers' difficulties :—

"(1.) The ruin of cottages diminishes the supply of labour. The farmers' labour bill is now much heavier, while his rent is higher. In 1855 I paid to two young labourers 10*l.* 10*s.* and 10*l.*, to a maid 4*l.* 10*s.* In 1893 I paid to two young labourers 25*l.* and 23*l.* 10*s.*, and to a maid 14*l.* Wages are none too high when we consider the wages paid in industries. Rent being so high and prices so low, the farmer cannot employ so much labour. So the land deteriorates.

"(2.) Owing to the game system there has been an enormous increase of sparrows and wood pigeons, which eat up corn crops.

"I see that some landlords have testified before the Commission that tenants make no personal improvements on their farms. My best reply to that is a schedule of the improvements which I have made at Cynlas. [*See* Qu. 16,915.] Most of them, I submit, are solid, genuine, permanent improvements. Many of them will last unexhausted for generations. They amount to 635*l.* I have not included any estimate of my own anxious care and thought and labour upon these improvements."

Chairman.

17,544A. That is your evidence and it is correct ?—Yes. With your permission, my lord, as one of the Rhiwlas tenants, I feel that I ought to make this remark. With regard to the evidence of my old friend last night, that is, the evidence referring to Mr. Schoon, the late agent, I do not agree with him in what he said, that Mr. Schoon was an ignorant agent. I thought that he had every qualification and every knowledge to be the agent of a large estate like that of Rhiwlas, and I conscientiously say, as far as I could see, that he did every justice between the landlord and his tenant.

See 16,623*a*–16,685.

Mr. *Grove.*

17,545. I think I gathered that you say there was complete fixity of tenure under the late Sir Watkin ?—I have been farming now for nearly half a century. I recollect years before that I lived in a farm between Sir Watkin's estate and that of Rhiwlas. The idea with regard to Sir Watkin's estate was that the buildings were bad, the rents were low, and that no tenant was ever turned away ; the idea was that agriculture was pretty backward on Sir Watkin's estate at that time. With regard to the Rhiwlas estate the idea was different ; that Mr. Price was one of those who best understood how to cultivate the land in this country. That was the idea—that he gave every welcome and every encouragement to all good tenants, and that he, if he could, swept every bad tenant overboard.

Mr. *Richard Jones.*

17,546. Do you ever remember a worse time for farmers than the present time ?—Taking everything into consideration, I do not recollect a worse time.

17,547. Do you consider that they are either paying their way on former savings, or that they are using up their capital ?—They must be doing either one or the other.

Mr. *Griffiths.*

17,548. Do you consider that young farmers of the present day do not have such good training as you had in your day ?—I am afraid that they do not get the same training.

17,549. You say the landlords were then "practically acquainted with farming" ; do you think that landlords are less practical now than they were then ?—I am afraid so. I had advice from the two gentlemen who are mentioned in

Mr. *Griffiths*—continued.

my evidence on agriculture, which I have never forgotten.

17,550. But are there not lectures given at the present day on farming, and experiments carried out?—Yes.

17,551. Do you not consider them as practical as they were in the old days?—They are perfectly necessary, but a man must have experience as well as education.

17,552. But he must have education to meet the present times?—Of course.

17,553. What do you understand by a bad tenant? You speak of "sweeping bad tenants "overboard"; what do you mean by a bad tenant; do you mean a man without capital?—Lazy and untidy tenants—slovenly tenants.

17,554. Do you consider the labourers of the present day as practical as they were in your days?—Labourers?

17,555. Yes?—I must acknowledge that they are more unthoughtful, but perhaps they do their work with their hands as well as they did.

17,556. Do they do as much now in a day as they used in those days?—I do not say but that they do.

Lord *Kenyon.*

17,557. You said labour was much dearer. Is not the cost of harvesting rather cheaper owing to the improvement in agricultural machinery?—It is very difficult to use implements on many kinds of land.

17,558. I meant within your own recollection on your own farm?—What machinery do you refer to?

17,559. Mowing machines, horse-rakes, and various harvesting machines?—They are being used now, and wherever they can be used I think that in time they will be favourable so as to engage fewer men; but it is only in some parts of our land that they can be used, on a few farms.

17,560. Would that have any effect on using fewer labourers on farms?—Those who use machinery are able to do with less.

Chairman.

17,561. Do you believe that the establishment of a land court would have the effect of driving all the best landlords out of the country?—No, I do not.

17,562. These are questions by Mr. Vincent: "Did your landlord invite you to give evidence "before the Commission?"—Yes.

17,563. "Do you think any tenant on the "Rhiwlas estate need be afraid of coming "forward?"—I am afraid that there are some, but I have no fear.

Chairman—continued.

17,564. Mr. Llewellyn Jones sends up two questions: "Could you say whether Mr. Schoon "knew Welsh?"—No, he did not.

17,565. "Was your brother Edward Ellis "evicted from Ty Ceryg, your old home, in "1859"?—Yes. May I add one thing? I have read in some reports of the proceedings of the Commission that they say that rates have been the means of burdening us. I do not agree with that. I paid poor rates 30 years ago, 11*l.* 1*s.*; 20 years afterwards, 11*l.* 6*s.*; last year I paid 8*l.* 8*s.* But this ought to be explained; that my farm was changed from one parish to another. If I had been in the same parish the sum I would have paid last year would have been 11*l.* 7*s.* 6*d*

Professor *Rhŷs.*

17,566. That is for poor rates, is it?—For poor rates, yes.

Sir *John Llewelyn.*

17,567. Do you not in addition to that pay a sanitary rate?—That is included in the sum mentioned, as well as the education and highway rates.

17,568. All those are included?—Yes, included in the 11*l.* 4*s.* 6*d.*, all of them.

Chairman.

17,569. Another question is sent up by Mr. Llewellyn Jones: "Is there any destruction "of crops in your district by birds?"—Fearfully.

Lord *Kenyon.*

17,570. What sort of birds—sparrows?—Small birds and wood pigeons.

17,571. Is there no such thing as a sparrow club?—No; they are increasing year after year. There is another thing I wish to mention which is disadvantageous to the tenants—the whole population going to the towns and villages. I regard that that will be a great disaster in the future.

Chairman.

17,572. There is another question by Mr Llewelyn Jones: "Why should these birds cause such destruction?"—The Almighty has made a law that one bird keeps the other down.

Professor *Rhŷs.*

The law of the balance of power.

Sir *John Llewelyn.*

17,573. Do you consider that the hawks kill the sparrows?—Yes, dozens of them.

The witness withdrew.

Mrs. Elizabeth Jones called and examined through an Interpreter.

Chairman.

17,574. Can you speak English?—A little. I prefer speaking Welsh.

17,575. You want to contradict a statement made yesterday?—Yes, I do.

17,576. What do you want to contradict?—That my son did not cut any wood.

17,577. As far as I remember it, Mr. Vincent put in a question stating that your son had been convicted of damaging trees. That was not the case?—No.

17,578. He was taken before the magistrates?—Yes.

17,579. He was not found guilty?—No.

17,580. Who was found guilty?—One of the assistant workmen who was mending the fence, a man who had come yonder to assist us to repair the fence.

Chairman—continued.

17,581. Did he pay for the damage?—Yes, every penny.

17,582. And your son was proved to be perfectly innocent?—Yes.

17,583. These are questions by Mr. Watkins: "Was he not convicted and fined?"—No. I was not in court, but he was not found guilty or fined.

17,584. "Was Mr. E. Watkins a witness in the case"?—He came to tell me that my son had done this.

17,585. Do you know whether Mr. Watkins appeared as a witness against your son?—I did not hear anyone say so.

17,586. "Are you the lady whose dog was shot?"—Yes.

17,587. Did you recover 5*l.* for the shooting of the dog?—Yes, 5*l.* compensation.

Re-examined, 17,699.

The witness withdrew.

Mr. Edward Watkins recalled and further examined.

Witness.

I was witness in the case of Mrs. Jones's son, and proved that he had cut a tree, and my valuation was put on it, 4*s.* I forget now what the fine was. The case was brought before the Bench, and he was convicted of having cut the tree.

Chairman.

17,588. You were a witness in the case?—Yes.

17,589. And you say Mr. Jones, junior, was brought up for damaging a tree?—Yes.

17,590. You bore evidence against him?—Yes.

17,591. And made the damage out at 4*s.*?—Yes.

17,592. And he was convicted?—Yes.

17,593. And what was the fine?—I forget the fine.

Mr. *Richard Jones.*

17,594. Was the servant that Mrs. Jones mentioned summoned as well?—Yes.

17,595. The two of them?—Mrs. Jones and the son, do you mean?

17,596. No; the servant that she mentioned, the assistant who was helping him?—I forget about the servant.

17,597. You forget?—I do not remember anything about the servant.

17,598. You do not know whether he was summoned to appear even?—I do not remember that now.

Lord *Kenyon.*

17,599. You heard her statement, that it was not her son who was convicted and fined, but an assistant who came to hedge and so on, who was convicted and fined. You say that is not the case, but that it was her son?—As far as I recollect it was the son.

Chairman.

17,600. Do you say absolutely so—because this is rather a serious thing; there is a man's character at stake. Are you absolutely certain that it was Jones junior who was convicted and fined, and not the assistant? When did it happen; how many years ago?—I should think about eight years ago.

17,601. And are you absolutely prepared to state as a fact that it was Jones junior and not the assistant?—Well, I have not gone into the matter, and have not got it from the register book.

17,602. I think you had better "go into the matter," if you are not absolutely certain, because a man's character is at stake, and it is a very serious question for him?—Very well.

Mr. *Grove.*

17,603. The point is this as I gather it. Mrs. Jones says that before the magistrates the servant man who was helping to do the fencing admitted that he cut the wood and that he paid the fine and all the expenses of the summons, and that the son was declared by the magistrates to be perfectly free of the offence. That is the point?—Before I say anything further, I will see to this matter.

Re-examined, 17,697.

The witness withdrew.

Mr. WILLIAM ROBINSON LAWFORD recalled and further examined.

Chairman.

See 10,003.

17,604. You come to rebut certain portions of the evidence given by Mr. John Roberts at Portmadoc on the 16th September?—Yes. Mr. John Roberts said this:—"It was the "first year that I came yonder that Mr. Law- "ford offered me 1*l.* He never paid me a "halfpenny."

17,605. What was that for?—That is not the question; it is simply whether I paid him the 1*l.* or not. I want you to know the truth.

17,606. But what did John Roberts say that it was for?—It was about taking some land for shooting.

17,607. One pound for the privilege of shooting?—Yes. I believe I was wrong in offering the 1*l.*, but Roberts said that I did not pay it. I only mention it now to show you the truth of the thing. I bring here his receipt to show you that he had the money.

17,608. That is his receipt for the power or privilege of shooting in that warren, is it?—No, on a field of his just outside. He said I never paid him. The receipt was as follows:—

"Cefntreforfawr, December 29, 1883.

"The Honourable LORD HARLECH to JOHN ROBERTS.

"The liberty of catching rabbits at racecourse in 1882, 1*l.*

"(Signed) Settled, JOHN ROBERTS,
"February 4, 1884."

See 15,761–15,764, 15,821.

17,609. It was paid a year after it was due?—He sent in the bill on the 29th December 1883, and I paid it on the 4th February 1884.

17,610. Then you want to rebut something further?—Dr. Jones, of Harlech, said at Towyn on October 4th: "Lord Harlech requires tenants "to beat for two days for game." That is not true.

17,611. That is not the case?—It is not true; there is no agreement in any way. The tenants are asked by the keepers to beat; some few are asked if they will come and beat, and some come of their own accord.

17,612. But there is nothing in the agreement?—Nothing whatever. Neither Lord Harlech or his agent have ever compelled them to come. The keeper asks a few tenants, but only a few. Some come of their own accord just to enjoy the sport. They have a feed at middle day, and they have a feed at night, and they enjoy that and the sport.

Mr. *Richard Jones.*

17,613. I do not think it was said that it was in the agreement. What he said was this, that when a tenant took a farm it was understood that he was supposed to give two days' beating?—It is not understood, nothing of the sort. It is the very furthest thing from Lord Harlech's mind.

Mr. *Richard Jones*—continued.

17,614. You admit that the keepers sometimes ask the tenants?—The keeper goes round and asks some few tenants; some come of their own accord, and some at a distance ask us to let them know when Lord Harlech is going to have a day's shooting.

Professor *Rhŷs.*

17,615. But you must be aware that an intimation from a keeper is taken by the tenants as a command from his master?—I do not think they would so understand it in Lord Harlech's case; they know him too well for that.

Lord *Kenyon.*

17,616. How many beaters does he pay?—I really could not tell you off book.

Chairman.

17,617. Is there anything else?—Then he complains that interest is charged on buildings. I do not know whether he applies that directly to Lord Harlech, but Lord Harlech wished me to say that he charges no interest whatever on any buildings. Then Dr. Jones goes on to say that Lord Harlech's keeper killed a dog. It is true that the keeper did kill a dog, but directly Lord Harlech knew of it he made that keeper go and pay for the dog at once. Lord Harlech made him pay for it at once himself. His Lordship told me that last night, and asked me to state it here to day.

See 15,7 15,783.

17,618. Was that a keeper at Glyn?—Yes, Edwards.

Mr. *Richard Jones.*

17,619. Do you know the name of the tenant?—He was not one of Lord Harlech's tenants. He was a stranger. The dog was poaching. I believe he was running a hare at the time and it was rather a tempting shot; but at any rate Lord Harlech made the keeper pay for it himself—so he told me last night. Then Dr. Jones implied that Lord Harlech was unapproachable. May I put in a letter that I received the other day from quite an independent man as to Lord Harlech's character. He applied to me for a farm; the farm was a cold wet clay farm not at all suitable to him. In writing about the farm he says, "I shall be very glad to have a good "farm under Lord Harlech, as I have had a "good character of him as a landlord." Lord Harlech wished me to put in that letter to-day.

17,620. Is it a certificate as to his approachability?—No. The man applied for a farm. He asked me to let him have a good one when I had one to let, and that is his opinion of what people say of Lord Harlech. Dr. Jones rather sneered at him in his evidence, I thought.

Chairman.

17,621. I do not think so. There is only one opinion of Lord Harlech. What I think Dr. Jones said was that he was difficult to get at?—He is just the reverse.

Lord *Kenyon.*

17,622. I think Lord Harlech would like it to be known that he is approachable?—Most decidedly approachable and by the poorest on his estate—he is most approachable to them.

Lord *Kenyon*—continued.

17,623. If there is a feeling that he is unapproachable it is quite unfounded?—I have often seen his Lordship go and talk to poor people.

The witness withdrew.

MR. WALTER B. C. JONES recalled and further examined.

Chairman.

e 10,140, ,824. 17,624. You wish to rebut certain evidence by Mr. Cadwalader Roberts at Portmadoc on the 16th September?—Yes. At Question 10,140 he is asked: "What is the acreage on your farm?" and the answer is, "It used to be 120, but since "Mr. W. B. C. Jones came yonder to value it he "has increased it by adding Crown property, so "that it is now about 200 acres or so." The total acreage included in the rent of 38*l.* paid by Cadwalader Roberts to the Incumbent of Llanfihangel y Pennant is by the $\frac{1}{2}\frac{1}{5}$ Ordnance map 200 acres 1 rood and 38 perches. So it is 200 acres odd, excluding the Crown property. That is in the occupation, for which Cadwalader Roberts pays 38*l.*

17,625. Then what is there between you?—80 acres.

17,626. It is 280 acres?—It is 200 acres, and I think he said it was 120.

17,627. No; he said it used to be 120, but he says since you came yonder (I do not know what he means by that) you increased it by adding Crown property and so making it 200 acres?—He said it was 120 acres before Mr. Walter B. C. Jones included the Crown lands.

17,628. Yes?—Well, it is 200 acres by the $\frac{1}{2}\frac{1}{5}$ Ordnance sheet without including any Crown land. I think Mr. Roberts himself is now satisfied on the point.

17,629. Then the only difference between you is that he says it was Crown property and you say it was not?—That is so.

17,630. Is there anything else?—I wish also, with your Lordship's permission, to put in an explanation as to some questions which were put by Mr. George at Pwllheli and answered by Mr. Ellis Nanney.

e 11,406. 17,631. What is the number of the question. It would be a great convenience if rebutting witnesses would be good enough to bring the number of the questions that they wish to challenge; that would save time?—This is at Question 11,406. Mr. George's question was, "Was the rent of Bettws Fawr raised from 120*l.* to 148*l.*?" There is no record of the Bettws Fawr rent ever having been 120*l.* in the books in Mr. Ellis Nanney's possession, which I myself have searched. The rent was in 1866 132*l.*, and it was increased by Mr. Robert Thomas, the valuer at that time, to 148*l.* 14*s.* 5*d.* It is now 146*l.*, the difference having been allowed for land taken for planting.

17,632. Then it was not 120*l.*, but it was 132*l.*?—132*l.* as far as I can trace it back.

Chairman—continued.

17,633. As far as you know it was 132*l.*, and the evidence given to us was that it was 120*l.*?—That is so.

See 11,409, 17,057. 17,634. Is there anything else?—Then at Question 11,409 there is mention of the Bron miod farm, and it is stated, "In 1843 the "rent was 80*l.* and in 1893 the rent was 126*l.*" It has also been stated to-day by the honourable member for this county, upon information supplied to him at the time, that it was so. I am able to prove that in 1843 the rent of Bron miod was 96*l.* I can, if necessary, put in a letter by Mr. Owen Evans, who then received the rents of the Rhiwlas property in Carnarvonshire. I am prepared to hand that letter in, if your Lordship thinks it necessary.

17,635. That is the difference between you; it was 96*l.* instead of 80*l.*?—Yes, my lord.

17,636. And in 1893 it was 126*l.*; is that it?—124*l.* 10*s.* in 1893. Then about the Tyn y llan farm. The question was asked whether the rent was not 12*l.* in 1843. The rent in 1843 of Tyn y llan was 30*l.* 10*s.*

17,637. Not 12*l.*?—No, not 12*l.*, but 30*l.* 10*s.*

17,638. Where did you get these particulars from?—I have this from Mr. Owen Evans, who was then the agent of the Rhiwlas property in Carnarvonshire, and I also called at his residence, Broom Hall, yesterday and verified the matter myself.

17,639. From the books?—Yes.

See 11,414, 11,602. 17,640. You say it was 30*l.* 10*s.*?—It was 30*l.* 10*s.* in 1843, and not 12*l.* as suggested. Then as to Cae'rtyddyn, it was suggested the rent was 28*l.* 7*s.* in 1852. In 1852 it was 31*l.* 10*s.* It was increased in 1858 to 35*l.* before it was sold by the Rhiwlas estate.

17,641. Is it 44*l.* 10*s.* now?—It is.

17,642. That is accurate, is it?—Yes. Then I should like to point out that this Bron miod farm is chargeable with 24*l.* a year, payable by the owner to 12 poor persons. Then at Q. 11,402, Mr. Ellis Nanney is asked (by Mr. George), "Were there at the time of the enclosure six "almshouses on the common belonging to the "parish," and his answer is, "I cannot tell you." I now put in a conveyance from the Crown to Mr. Ellis Nanney's father, the late Major Nanney.

17,643. What was the time of the enclosure, do you happen to know?—The enclosure was subsequent to the purchase of these cottages by the late Major Nanney. This conveyance is dated the 29th day of July 1859, from the Crown to the late Major Nanney, of the six cottages referred to by Mr. George.

Chairman—continued.

17,644. Were they almshouses?—That I cannot say.

17,645. These are the six cottages referred to standing on the high road, or on a road at any rate?—Yes, which the question insinuated had been taken by Mr. Ellis Nanney's predecessor from the parish of Llanystwyndwy.

17,646. I do not think there is anything in that. He was asked under what right the enclosure was made, and he said he could not tell?—I have the conveyance here also from the Crown to Mr. Ellis Nanney's father, and others of the common.

17,647. But I must call your attention to this. Mr. Ellis Nanney was asked, "Were there "at the time of the enclosure six almshouses on "the common belonging to the parish?" and he said, "I cannot tell you;" that is all?—Yes; Mr. Ellis Nanney was unable to explain the matter from memory, but since then he has searched into it, and he thinks it advisable that the information placed before the Commissioners should be accurate on the point.

17,648. Then there were six cottages?—There were six cottages, which were purchased previous to the enclosure.

17,649. This is the conveyance?—The July conveyance conveys the six cottages to Major Nanney absolutely. The enclosure is dated the 29th December following that conveyance: therefore, the enclosure was subsequent.

17,650. I quite see your point?—That is the point.

17,651. That the cottages were bought before the enclosure was made?—That is the point, and, if the parish was wronged at all, it was evidently wronged by the Crown.

See 11,404.

17,652. Is there anything else?—Your Lordship asked for an account of the amounts which had been paid to the tenants of Mr. Ellis Nanney's property in respect of the game trespass. I now produce an account showing the amounts paid in respect of game trespass, and also the amounts paid for barley bought from tenants adjoining covers. Wherever the barley was damaged adjoining covers, the tenants were paid the full market value as if it had not been damaged, 5*s.* a stook.

Chairman—continued.

The following statement was handed in:—

Name of Tenant.	Holding.	Cash.	Barley Paid for.
		£ s. d.	£ s. d.
W. Griffith	Bettwsfawr	2 0 0	13 9 4
Mrs. Davies	Bettwsbach	—	4 10 0
W. E. Hughes	Efail Plashen	—	0 17 6
H. Ll. Roberts	Plashen	39 0 0	121 18 0
John Jones	Tynlon Plashen	—	1 7 0
Anne Owen	Llwyneryr	0 9 0	2 15 0
Griffith Pritchard	Penybryn	—	11 0 0
Hugh Williams	Llidiart	—	7 13 0
Mrs. Whittington	Tyddyn sianel	46 0 0	54 18 6
R. H. Hughes	Glynn	—	4 10 0
Jane Thomas	Nant glynn	8 0 0	—
		95 9 0	222 18 4½

17,652A. For how many years is that?—From 1872 to 1892.

Mr. *Griffiths.*

17,653. The damage by game then would be about 5*l.* a year for the 20 years?—That would not be quite so, because when the estate was re-valued in 1876 there was a permanent payment fixed upon in respect of two farms which were more liable to damage than others. In respect of one farm there is 4*l.* a year regularly allowed, and in respect of the other 3*l.* a year. Moreover, from those two farms as a rule nearly all the barley which is required for carrying into the covers is purchased at the highest market value, whatever that may be at the time.

Chairman.

17,654. That is all?—That is all, my lord.

The witness withdrew.

[Several witnesses were called, but failed to answer.]

Chairman.

It must be distinctly understood that we are ready to sit here all night, but if the gentlemen who were to give evidence to-day do not come forward, their evidence will not be taken to-morrow, as the day will be fully taken up by other witnesses. If witnesses do not come forward on the day they are called upon, we are afraid that we shall not be able to take their evidence.

Chairman—continued.

Mr. OWEN ROBERT HUGHES called and examined.

Chairman.

See previous evidence, 9719-9942.

17,655. Are you a tenant of Lord Harlech's?—Yes.

17,656. What is the point you wish to rebut?—The evidence given by Mr. Watkin at Portmadoc with reference to Gwernddwyryd farm.

Chairman—continued.

17,657. What do you wish to say about that?—I wrote to Mr. Watkin to tell him that I would be here, and this is a copy of the letter that I wrote to him (*handing letter*). I do not know if he is here at present.

Chairman—continued.

ee 9946.

17,658. Will you make your statement, please?—As to the advancement of rent, I altogether dispute the accuracy of the statement of Mr. Watkin that Gwernddwyryd rent was not raised. I have the rent receipts which prove otherwise. He said that the rent of Caecannol was 28*l.*, and Gwernddwyryd 74*l.*

Mr. *Richard Jones.*

17,659. In what year?—He did not give the year, I understand.

Chairman.

17,660. He says, "In 1813 I found by the "record that the rent of Gwernddwyryd and "Caecannol was 118*l.* 18*s.*" Is that right?—That is what he said, my lord; that is not right.

17,661. What is right then? What was the rent of these two farms in 1813?—I do not know about it in 1813, but my family have been there since the year 1822. I do not know anything about it before that.

17,662. We will go to 1822. He says, "The "grandfather of Mr. Owen Hughes came to "Gwernddwyryd in 1822." Is that right?—Yes, my lord, I believe so.

17,663. "And Caecannol was separate from "it at the time." Is that right?—When my grandfather came there—separate from it?

17,664. Yes?—No, that is not right.

17,665. "He paid 74*l.* for it, without Caecannol." Is that right? Did your grandfather pay 74*l.* for one farm?—I believe he paid 74*l.* There is the receipt book (*producing book*).

17,666. "Afterwards they took Caecannol." Is that right?—No, my lord, my grandfather took both together. If you will please take the rent book it will tell you. My grandfather, in the year 1825, had Caecannol as well as Gwernddwyryd.

17,667. What did he pay for Caecannol?—He paid then for both together, 95*l.* 6*s.*

17,668. Then "he paid 74*l.* for one farm, and 22*l.* for the other." Is that right?—Will you please allow me to read this, and I will show you how it is.

17,669. Did you get the evidence of Mr. Watkin?—I saw a part of it on my own proof, my lord. It happened to be on the same paper as my own.

17,670. Just give your own version of it, and we will try and work it out between the two?—He said that the rent of Caecannol was 28*l.* and Gwernddwyryd, 74*l.*, which added together will make 102*l.* But if you will look on the rent book you will find that the rent of Gwernddwyryd and Caecannol in the year 1825 was 95*l.* 6*s.*, and the same rent was paid until the year 1852, when my father gave up Caecannol, because it was a bad time and he had a hard struggle to pay his way. Caecannol then measured 22 a. 1 r. 7 p. In the year 1871 you will find from the receipt that part of Caecannol was again added to the farm for the rent of 18*l.* He had then to pay 18*l.* for 12 a. 2 r. 4 p.; whilst the rent only came down when he gave up 22 a. 1 r. 7 p., by 21*l.* 6*s.* All the land was about the same in quality.

Chairman—continued.

Professor *Rhŷs.*

17,671. Then he was paying 74*l.* when it came down to 21*l.* 6*s.* That comes out of the 95*l.* 6*s.*, does it not?—Yes, 21*l.* 6*s.* In the year 1873 you will find that the rent is raised from 92*l.* to 102*l.* And again in the year 1886 the farm is sold, and the rent in consequence is considerably raised; so that we have to pay 116*l.* for Gwernddwyryd and half of Caecannol, whereas formerly we had only to pay 95*l.* 6*s.* for Gwernddwyryd and the whole of Caecannol. That will leave about 36*l.* advancement of rent. Besides that, many acres of the farm were taken away for the tram road in the year 1856

17,672. Where is that tram road made?—It was going to a quarry called the Gorseddau. It is not worked now. That is about the advancement in rent.

Chairman.

17,673. Then we will put that in the evidence?—The plot of land which my father bought. As to this plot of land it measures 11 a. 2 r. 24 p., of which 1 a. 2 r. 26 p. is a small hill with no depth of soil, and upon which only gorse grows, when we put it up by auction for pasture we had no offer. The remainder measures only 9 a. 3 r. 38 p., which is arable land of light soil that requires much manure to be kept in good condition. There is not a bit of building on it. For this 600*l.* was given; so any man that knows anything about the land of this district would say that full value was given for it. My father sold it at that time for the same money. You know, my lord, Mr. Watkin said that we had 300*l.* bargain on that. Mr. Watkin said that he had seen part of this plot of land let for the summer months for 5*l.* an acre. I can prove otherwise from the sale book, which I can now produce.

17,674. What did it let at?—It was let at 3*l.* an acre.

17,675. 3*l.* and not 5*l.*?—Yes. I can again say that Mr. Watkin was not with Messrs. Huddart at the Sportsman Hotel, Portmadoc, the evening before the sale, when my father and Mr Williams, Plasisa, as an interpreter were with them trying to buy Gwernddwyryd, and that they told him to consider the thing, and call again next morning, which he and Mr. Williams did punctually, but Mr. Watkin was then with them, and they were not allowed to see the gentlemen. And the highest bidder at the sale next to the one that bought it was a member of Mr. Watkin's family, who lived then with Mr. Watkin; he did not bid by a wink, but he spoke it out. And he afterwards, at the same sale, bought Llwynmafonisa. I now have the conditions of sale of the Brynkir estate which prove my statement that the greater part of the estate was mortgaged. Shall I produce the document, my lord?

17,676. Is that contradicted?—Yes, he said something about it.

Chairman.

17,677. Did Mr. Watkin say that the estate was not mortgaged?—Not exactly that perhaps, my lord, but he said something about it.

I do not think that is very important.

Professor *Rhŷs.*

17,678. You can prove that it was mortgaged?—The fourth condition of the sale will prove it.

Chairman.

17,679. Is that all your evidence?—No, my lord.

17,680. What else do you wish to rebut?—As to the improvements. May I ask Mr. Watkin to prove his statement before the Commissioners as to the estate having spent 1,000*l.* on the farm?

17,681. He said, "The estate spent 1,000*l.* at "least in repairs of that place; we paid more "than 200*l* for slates alone." Is that what you want to rebut?—I do rebut it.

17,682. You say there was not 1,000*l.* paid on it?—I have a statement of the buildings here, which shows what the estate spent, and what my father spent, on the buildings, as close as I can make it out.

Sir *John Llewelyn.*

See 9946.

17,683. Pardon me, Mr. Watkin in speaking of the estate speaks of the whole of the estate. Do you understand Mr. Watkin in this answer to be speaking of the particular estate with which you were connected also?—Lord Harlech's estate?

17,684. No, the estate that you are interested in?—I am interested in both.

17,685. The estate he says has spent 1,000*l.*?—On the farm, yes.

17,686. But he does not say on the farm*?—But he is speaking of the farm

17,687. Let us have your own version of it?—He is speaking of the farm when he says that.

Chairman.

17,688. Tell us how much you spent by yourself, and how much you estimate was spent by the landlord?—That shows it (*producing document*).

* Mr. Watkin's statement at *Qu.* 9946 was, "The estate has "spent 1,000*l.* at least in repairs of that place," *i.e.*, Gwernyddwyryd.

Chairman—continued.

17,689. Tell us what it amounted to?—I will, my lord. Since my family have been on the farm I make out that the estate has spent 419*l.* 15*s.* That is according to my statement, and my father spent on buildings, alone 425*l.* 3*s.* 3*d.*

17,690. Then we understand you to say that the estate paid 400*l.* odd instead of 1,000*l.* on that farm?—That is so, my lord. They did not spend a penny on anything else but buildings.

Mr. *Richard Jones.*

17,691. May I ask you how you arrive at your figures showing that the estate spent only 400*l.*?—If you will look at that it will show you (*producing document*).

Lord *Kenyon.*

17,692. Whose valuation is it?—My own, my lord.

17,693. This is your valuation of what they spent?—It is.

Chairman.

17,694. Have you anything else to say?—It would be my greatest pleasure to visit Gwernddwyryd with one or two gentlemen of the Commission and Mr. Watkin, so that he may point to them where he spent the 1,000*l.* if he can; and I could show them at the same time what my father did on the farm.

17,695. Mr. Watkin says that 1,000*l.* was spent on this place since 1822. That was long before you had it?—No, my lord; my grandfather was there about that time. He came in then.

17,696. Then I quite understand it; you are both calculating from the same time?—"Owen Roberts" it should be, not "Owen Hughes," my grandfather. I put in a statement showing the amount spent on the buildings by my father and Mr. Watkin respectively. I have also a letter in my possession (*which I produce*) from Dr. Waters, of Chester, which proves that my father was so affected by the treatment he received that he sickened and shortly afterwards died. My father had exactly the same confidence in his landlord as Mr. Humphreys, Aberkin, has now; but, as you see, the estate went into other hands, and he was thus treated.

The witness withdrew.

Mr. EDWARD WATKINS called and examined.

Chairman.

See 17,574–603.

17,697. What is it you wish to say?—This is a copy of the conviction of Evan David Jones, Bryn Pader. It is for cutting and stealing a tree: fined 1*s.*, signed by Inspector Roberts.

17,698. And that is a copy from the book?—From the book. I have seen it copied.

The witness handed in the document, which was as follows:—

Chairman—continued.

"Evan David Jones, Bryn Pader Farm, Llanfor (son), aged 20.

Date.	Offence.	Result of hearing.	Complainant.
1886. 9th January	Larceny (stealing a tree).	Fined 1*s.* and costs, and to pay for tree.	Edward Watkins, agent.

ROBERT ROBERTS, Inspector.

Mrs. Elizabeth Jones recalled and further examined through an Interpreter.

Chairman.

e 17,574. 17,699. Have you anything else to say?—I say that my son did not cut the tree. When I heard or came to know that the servant had cut the tree, I asked him why he did that without telling me, as I was in the habit of asking the agent for poles in order to fill up the gaps when I wanted them. He said it was not wrong to cut something a little, in order to fill up a gap in a fence on the land, and I told him he ought not to have done that on my place, and he said: "I will take the blame and anything which may result." He went to my son, who was in the stable——

Chairman—continued.

17,700. We are very sorry to interrupt you, but this ought to have been said to the magistrate, not to us; all we require to know is whether the conviction was proved or not, and unfortunately for you it has been proved, so that I am afraid we cannot do anything in the matter?—Robert Evans paid the expenses and the fine.

That is sufficient, I think.

The witness withdrew.

Mr. Edward Watkins recalled and further examined.

Mr. *Grove.*

e above. 17,701. Were you present when this case was before the magistrate?—Yes.

17,702. Did the son Jones appear? Was he present when the charge was read out in the court?—I do not quite remember.

17,703. You cannot say whether he was present or not?—No.

Mr. *Grove*—continued.

17,704. Was he fined in his absence? Did he come in late, because I have heard some talk about his having arrived at the court after the case was either begun or had almost finished?—I cannot answer that question.

The witness withdrew.

Adjourned to 10 o'clock to-morrow morning.

TWENTY-SECOND DAY.

The Victoria Hall, Bala, Merionethshire, Saturday, 7th October 1893.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. OWEN SLANEY WYNNE recalled and further examined.

Chairman.

17,705. You wish to make a statement?—I wish to say a few words about a witness who gave evidence respecting my brother's property at Towyn last Wednesday.

17,706. I have received a letter from your brother which you, I understand, would like to be read, but it cannot go upon the official notes, although there is no objection to it going into the public papers. (His Lordship read the letter.)—I should like to say a few words as there are one or two points I wish to clear up. First as to the Rev. William Davies. That witness did not mention that his rent had been reduced something like 40 per cent. within the last 30 or 40 years; that he has no game whatever on his farm, and that his farm is really a little accommodation holding close to the village of Llanegryn and exceedingly conveniently situated as regards the shop which he keeps and the business which he conducts. He also forgot to say while he was complaining that my brother kept too much game, in his opinion, on the estate, that he sold to my brother a very considerable quantity of Indian corn for the feeding of that game. I think my brother pays him something like 60*l.* or 70*l.* a year for that. I think it might be just as well to say also that Mr. Lewis Humphreys, Tirgawen, has had his rent reduced 12½ per cent. There are, as I said before, a new farmhouse, new buildings, and a new shed there. As regards

See 15,842.

See 16,084A, 16,166.

Chairman—continued.

what Mr. William Lloyd said about Waun, I stated before, and I now state it more emphatically, that he was about the worst farmer I ever came across in my life, and that is the reason he was turned out. He had a notice to quit previously, but there was a flaw in the notice, and on that account we had to serve him with another notice. Then again he said he was not warned. I can only say he was warned frequently. I went over the farm and I never saw a farm in a worse state. My brother went over it, and he can say the same thing. I assert that he was repeatedly warned as to his farming before he had notice to quit. He made one statement which might be misinterpreted. He said he met my brother one day when he was going to the Board of Guardians and there was a talk about the poor, and that my brother said "Keep them down, Lloyd." Of course when my brother said that he was referring to the Poor Rates. As a matter of fact, Lloyd had a tendency to keep up the rates, and during his time the rates were higher in the parish of Llanegryn, and my brother alluded to that. I believe that clears up everything. I can only say he had notice given in consequence of the bad state of his farm, and in no way on account of his political convictions, because he had already promised to vote for my brother on the County Council as a Conservative. He was turned out for his exceedingly bad farming.

The witness withdrew.

Sir HENRY BEYER ROBERTSON called and examined.

Chairman.

17,707. Are you the owner of estates in this county?—Yes.

Chairman—continued.

17,708. Will you tell us the size of these estates, and where they lie?—In the parishes of

Chairman—continued.

Llanderfel, Llandrillo, Llansantffraid, and Llantysilio. There is a good deal of property in those and bits in other parishes. I do not know exactly what parishes, but altogether in Llanderfel and Llandrillo parishes about 3,612 acres.

17,709. We will say about 3,500 acres?—Yes.

17,710. Is that the whole of the property?—No, the whole property is about 5,000 acres; that is not including sheep walks. I could not give you the acreage of the sheep walks, because I do not know them; I have been trying to find out.

17,711. That is cultivated land?—It is cultivated land and pasture you might say. Out of that there are about 476 acres of wood, so far as I can make out, it is rather hard to get the exact figures.

17,712. Where there are rights of pasture for sheep runs, &c., in whom are such rights vested, and subject to what payments and conditions, and what is the effect on the rents of adjacent farms?—Some of the farms have a certain amount of mountain allotted to them over which they run sheep.

17,713. What have you to say as to politics and religion?—They do not enter into the matter in any way.

17,714. What sort of agent have you to manage the property?—At the present time I have not an agent. My father's old agent died this spring, and no new one has been appointed. In the event of any questions of dispute or anything like that arising, the tenants come and see me, and I agree with them on a separate umpire or arbitrator.

17,715. If you cannot agree you have an umpire?—Yes, we both agree upon one man.

17,716. What is the usual date of entry?—It is the 25th of March.

17,717. Of course there are yearly tenancies?—Yes.

17,718. Is there any demand for leases?—Not at all. My father used, I believe, to try and get leases, but they would not take them.

17,719. You compensate, I believe, by permanent reductions of rent, probably any people that have land taken away from them?—Yes.

17,720. Have your tenants any services to perform besides paying the rent?—I do not know of any.

17,721. Is there any haulage done by them?—In the case of new buildings it is the custom I think for the tenant to do the haulage, but very often it has been done by my father.

17,722. But it is customary in some cases?—Yes, it is generally a matter of agreement between the landlord and tenant.

17,723. You have nothing else that they do—no beating coverts?—Oh, no. I am very glad to see them when they do come, but there is no clause about it.

17,724. No drawing of coal up to the house for instance?—No, I pay for that certainly.

17,725. How are the rents fixed?—It is rather hard to say. I have only had to do with the property less than five years myself. My father died five years ago, and the agent died only last year. I believe in some cases they were raised a bit at the time the property was purchased. I have that information from the tenants, and I think it is correct—they were raised against new buildings and improvements.

17,726. There was a sort of percentage charge?—I do not know if that is exactly it. I understood the buildings were to be put in order, and that the rent was to be then fixed. The rents were fixed by valuation by an independent valuer.

17,727. You have said all you have to say about settling and re-adjusting the rent?—My father adopted the same principle. First of all, old Mr. White, of Rhydyglafes, acted as his adjuster, and then the Reverend Mr. Williams, a Calvinistic Methodist, a tenant farmer at Llandrillo, acted as arbitrator afterwards, and subsequently after his death, Mr. Thomas Jones, of Brynmelyn, has been always acting, and has been accepted.

17,728. You say the rents have not been raised generally or in individual cases within the last 50 years?—Since sending in my statement, I have got that information; I did not know it before.

17,729. Have there been any permanent reductions or temporary abatements of rent?—There have been permanent reductions during my father's time and my time, equal to 7½ per cent. on the gross rental—about that as near as can be. Besides, there have been temporary abatements of 10 per cent. from September 1885 to March 1889, and again from March 1891 to March 1892, and then again 15 per cent. from the 29th of September 1892—that is in addition to the permanent reductions.

17,730. Of course you have given notice to the tenants?—Yes.

17,731. How long after it is due do you get your rent paid?—About three months usually. It varies a bit.

17,732. The rates and charges are paid in the same way?—I believe so.

17,733. Now what is the average size of the farms in your district?—They vary very much, I think, from about 4 acres up to 250—I have that figure down here, but I am not quite certain. I think one is larger.

17,734. How many farms do you think you have?—About 74.

17,735. Has there been any consolidation?—I cannot remember it, except in one case. There was one small farm tumbling down, and there was no water near it, and we did not build it up again, so that it was put in with another farm. I believe there have been small consolidations, but not in my time though.

17,736. Can you tell us about the repairs and improvements, and what has been the amount spent?—Yes, I can give you the figures if you like. They have been rather hard to get, but the following statement is fairly accurate.

Chairman—continued.

	£	s.	d.
1876	1,129	2	10
1877	1,292	19	1
1878	2,199	0	7
1879	1,896	15	4
1880	888	18	7
1881	1,216	11	2
1882	525	13	3
1883	998	14	4
1884	1,868	7	8
1885	1,704	3	1
1886	1,311	6	2
1887	189	6	8
1888	434	16	9
1889	522	3	9
1890	516	0	7
1891	531	14	10
1892	909	12	4
1893 to 30th June	280	5	1
	18,415	12	1
Prior to 1876 about	7,700	0	0
	26,115	12	1

17,737. That is since 1876, there has been 18,415*l.* spent on the property?—That is on buildings—tenants' property. That is not in connexion with any covers, or anything on my private property.

17,738. Nothing to do with the house?—Not my own house or my own covers in any way. We have the figures for a longer period, but those are the details for those years as near as I can get them.

17,739. I think that is just what we want to know, that since 1876 you have spent 18,500*l.* roughly in improvements and repairs?—That is so far as we know, but I am afraid it is under the mark.

17,740. I suppose you do most of the improvements yourself—the tenants do not do much?—They do occasionally; if they want to put up an iron shed—a Dutch barn—they have asked me for poles sometimes.

17,741. In case of drainage, you find the pipes of course?—Yes, as a rule. I find the pipes, but I believe in some cases they have found the pipes.

17,742. And you find material and labour for other improvements?—As a rule.

17,743. And you find the fences and gates?—Yes, gates. In some cases with reference to the fences I find the material, and they put them up.

17,744. And the tenant does the cartage?—It has not been always the case. I found out that in many of those years a great deal of the cartage was done by my father, because we had a team of horses then working, and they used to do odd days for them, but as a rule the tenants do the cartage.

17,745. You do not contract out of the Agricultural Holdings Act?—No, never.

17,746. Have you much game on the property?—I do not know if there is much. On some farms there is more than on others, but every now and then there are small complaints, and I try to deal with them, and the way in which I deal with them is to send an independent valuer.

Chairman—continued.

17,747. You have no trouble with your tenants with respect to the game?—No, I do not think I have ever any trouble with my tenants. All the food required for game is purchased in the district, and I do not think there is any more now than there used to be. There is just about the same.

17,748. Then your relations with your tenants, I take it, are very friendly?—I hope so. I think I know most of them personally; in fact all nearly. There may be some little dissatisfaction expressed sometimes.

17,749. Do you happen to have many changes on the property?—No, very few; there have been some changes; I think I said no changes had taken place, but that was a slight mistake.

17,750. The bulk of the tenants remain?—It was necessary to take one farm in hand at Llantysilio, and on another farm I had to have a change as the tenant was not satisfactory.

17,751. Out of the 74 farms the bulk of the tenants remain?—Yes.

17,752. With few exceptions?—Yes, very few.

Lord *Kenyon.*

17,753. I think your father had a great deal to do with the railway system down here?—Yes, he had. He and the late Mr. Thomas Brassey brought the railways up here. I think it was mainly owing to my father's exertions.

17,754. They made the district?—I cannot say. I do not remember it before the railways, but judging from the increase in the receipts of the railways, as we know the amount of the traffic, it probably would be so.

17,755. I should think this country owes a great deal to your father?—I may say it was the fishing and the game that brought him up here to start with.

Mr. *Grove.*

17,756. You speak of certain sheep walks being attached to certain farms and used by the tenants. Are the number of sheep they can turn on limited in each case?—I believe there is some understanding, but I do not think there is any written law. That is a question a tenant farmer could answer better than I could.

17,757. Could you give us the time the property was purchased?—It has been purchased at various times. I think the first purchase was in 1859, and it has been bought at subsequent dates.

17,758. I think you stated that your father rather wished to grant leases?—So I understood.

Mr. *Grove*—continued.

17,759. And the tenants did not seem inclined to take them?—No, I believe not; I believe he could not get them to take them.

17,760. There is one case of consolidation that you speak of, and you say the building was not rebuilt or repaired for want of water?—It was not in a suitable place, and it would have taken a great deal of expense to make it a good holding.

17,761. As the question of consolidation is looked upon as rather an important one, let me ask you this: why was it put there originally if there was not a proper supply of water?—I cannot tell you that; it was before my time.

17,762. I think you state, generally, the question of game does not cause any unpleasant relations between landlord and tenant?—I have claims every now and then, and I always try to meet them as fairly as I can.

17,763. Could you give us the amount of compensation you have paid during the last few years?—I believe I can give them to you for two years at all events. This list shows the amount paid lately, and the amount of money expended in the district for food to the farmers. It only goes back two years. I have no record further back than that. (*Handing following list*):—

"AMOUNTS paid to FARMERS for BARLEY "supplied to PHEASANTS.

—	Year 1891.			Year 1892.		
	£	s.	d.	£	s.	d.
Gwnodlbach - -	2	0	0	2	0	0
Peny geulan - -	2	10	0	—		
Blaengwnodl - -	3	0	0	3	10	0
Do. - coops	3	0	0	3	0	0
Brynbwlan - -	2	10	0	2	10	0
Do. - coops	3	4	0	2	12	0
Ty foes - - -	7	10	0	7	10	0
Branas isa - - -	2	10	0	2	0	0
Tyn y graig - -	2	10	0	2	10	0
Brynselwrn - -	2	6	0	2	6	0
Garthlwyd - -	1	10	0	2	0	0
Branas Lodge - -		—		1	5	0
	32	10	0	31	3	0

Mr. *Grove*—continued.

—	Year 1891.			Year 1892.		
	£	s.	d.	£	s.	d.
Brynmelyn - -	39	13	0	31	19	0
Palé Mill - - -	18	13	0	18	19	6
Edwards, Cynwyd - -	3	2	0	3	12	7
Robert Thomas - -	3	1	0	2	12	6
	64	9	0	57	3	7

—	1892.		
Game trespass.	£	s.	d.
Tyucha - - - - -	5	0	0
Ty issa - - - - -	6	10	0
Plasyndinam - - - -	4	0	0
Tyn y graig - - - -	2	10	0
	18	0	0

Chairman.

17,764. You would like to have those figures put in, I suppose. They seem very liberal?—Yes; I find that for 1891 it is about 90*l.* paid in food, and in 1892 it is about 85*l.* I have only four items of trespass down amounting to 18*l.*

17,765. For the two years?—Yes.

Lord *Kenyon.*

17,766. I think you once had a very distinguished tenant. Did you pay her for unexhausted improvements?—No; but she paid no rent. I should like to say one word as to some evidence given the day before yesterday. One witness complained of my agent at Palé as being an incompetent person. I have no agent. He mentioned the name of Mr. Armstrong, who is my secretary, and was my father's secretary, but he was no more my agent than the witness was.

Chairman.

17,767. This is a question put by Mr. Owen Wynne: "Have you not taken great interest in "fish culture?"—Yes, I have, a good deal. I have turned very many thousands of salmon and trout into the river, and still continue to do so.

The witness withdrew.

Mr. THOMAS JONES called and examined.

Chairman.

ee 16,974. 17,768. Are you a farmer, land valuer, and county councillor, living at Brynmelyn, near Corwen?—I am.

17,769. About what part of the country do you wish to speak?—The parish of Llandderfel.

17,770. Who owns that property?—Earl Dudley, Sir Henry Robertson, Mr. Price, and Mr. Wynne of Rüg. The land in this parish is mostly the property of four large proprietors, the remainder being the property of small proprietors, and only one freeholder farming his own land. More than half the parish has changed ownership during the last 35 years. It is partly arable and partly pasture, and a mixed system of husbandry is pursued. The houses and outbuildings are good, and have been much improved of late years.

Chairman—continued.

Rents are uneven, but, as a rule, are higher than adjacent parishes. Rents were advanced before the land was sold, and again by the new proprietors, and remained so up to 1880. Some have remained so up to now, but others have been reduced, and abatements were given in 1886–87 and in 1892–93. One farm was advanced equal to 60 per cent., and still remains so. Rent is generally fixed at a gross sum by the landlord or his agent, but the late Mr. Robertson appointed an independent valuer, and so does Sir Henry Robertson; and the practice is extending.

Tithes in some cases are included in the rent; in others it is paid by the tenant to the landlord.

Income-tax paid by the landlords. Land-tax and local rates paid by tenants. Local rates have increased 20 per cent. in 40 years.

Size of farms vary from 20 acres to 200 acres, the majority being under 80*l.* annual rent, and only three or four above 100*l.* There has been no consolidation of late.

Cultivation generally good, but there is much more land in pasture; and land at a high elevation is going out of cultivation, and speedily returning to its normal state, owing to the low price of corn and high price of labour.

Improvements are generally made by the tenants, but the buildings by the landlords, and the tenants often carting free and without any chance of compensation. Some landlords have contracted themselves out of the Agricultural Holdings Acts, 1875–1883, and these Acts have been of very little benefit. I know of no instance where compensation has been given for the *general* improved condition of a holding. Many years ago there was a right recognised as belonging to tenants to dispose of their holdings to suitable successors, but this has vanished with the change of the ownership of the land.

Game preserving is not carried to such extremes as it was 20 years ago; still there is a certain amount of it carried on now. The Ground Game Act is not much availed of by the tenant, on account of fear of offending the landlords; and much damage is done in some places, and the tenants are only occasionally compensated. I consider that extensive game preserving affects cultivation injuriously, makes the relations between landlord and tenant strained and uncomfortable, and has a bad effect on the labourers and the public. The sporting rights over Crown lands have been sold to the neighbouring proprietors.

Agricultural education is being given from Aberystwith College.

Railway rates are higher into Merioneth, and are based on a higher scale than on the Great Western main line. The rate for hay and straw to Llandderfel is excessive, and the farmers are altogether at the mercy of the railway company. The Royal Commission on Railway Rates has made matters worse.

Tenant farmers and their wives take an active share in the manual labour of the farm, and the children often work at home and only get clothes

Chairman—continued.

and some little pocket-money, and present rents could not be maintained if the children's labour was paid for.

Labourers, if single, are lodged and fed at the farms; if married, they mostly live in the village, as there are very few cottages on the farms. More cottages are wanted in the country; scores of cottages existed at the beginning of the century, where now no vestiges of them are to be seen.

House accommodation is much improved.

Diet is much better, and there are many more opportunities for self-improvement than formerly.

There have not been many migrations of farmers, but of farmers' sons and labourers a great many, chiefly to the large towns and the mining districts.

There are very few, if any, diaries or farming accounts kept.

Depression began about 1879 and has continued till now with slight improvement in 1889 and 1890. I attribute it to bad seasons and foreign competition, and the farmer suffers more than any one else.

Remedies.—First, apply tithes to the relief of local rates.

Secondly, give the tenant farmer greater security of tenure.

Thirdly, a better security for compensation for improvements.

Fourthly, fair rents.

Sir *John Llewelyn.*

17,771. You say you know one instance of a farm raised 60 per cent.?—Yes.

17,772. What is the amount of the rent of that farm now?—65*l.* I think now.

17,773. It has been raised 60 per cent.?—Yes I got it from the tenant himself.

17,774. Do you consider the farm is worth that sum?—I do not.

17,775. In recent times—I do not mean to say for a series of years back?—Perhaps in 1875 or 1876 it was.

17,776. You think at that time it was worth that?—Perhaps about that.

17,777. But now owing to the depression it is not worth so much?—No.

17,778. You think there was some ground for raising the rent at that time?—Oh, certainly.

17,779. When you say that the landlords contracted themselves out of the Agricultural Holdings Act, 1875, I can understand it; but are you aware of the 55th section of the Agricultural Holdings Act, 1883?—The tenants consider that the landlords have contracted them out of that as well as the Act of 1875.

17,780. They have no power?—I understand it is so.

17,780*a.* You think the tenants generally do not?—The tenants generally do not.

17,781. That is the point. In your opinion would it be any advantage to the tenants if the Act was printed in Welsh?—I believe it would, if it was circulated.

Mr. *Grove.*

17,782. Do you hold any land under an agreement ?—I do.

17,783. Have you put a copy of the agreement in ?—I have not. My father was the original tenant. The agreement was made with him, and as succeeding tenant I am held by the agreement.

17,784. Are the clauses what you consider fair as between the tenant and landlord ?—Not having a copy of it myself, I cannot say, but when I found I was under an agreement the valuation of my crops came down some hundreds of pounds.

17,785. You say the railway rates are higher. Is it that because they have been advanced the last 12 months since the recent inquiry ?—They have.

17,786. Could you send in a memorandum showing where the goods are taken from, and where they are taken to, and the distance and the rate paid ?—I could.

17,787. You do not know whether the Railway Companies are charging more than they are legally entitled to ?—Oh, certainly not; they are not charging more than they are legally entitled to.

17,788. They are under their statutory powers so far as you know ?—Well, I have a letter from a trader, if you would like to hear it, bearing on that point.

17,789. Is it very lengthy ?—Very short.

17,790. Perhaps it would be interesting that you should read it ?—"The rates into Merioneth "are based on a higher scale than those on "the Great Western Company main line; even "those on the Minera Branch Railway—a line "I consider more difficult to work, and causing "greater wear and tear—are on a lower scale. "I consider the Board of Trade acted unfairly "towards this district in granting the Company a "higher scale on the lines from Ruabon to "Festiniog and Dolgelly, than to most of the "other systems. Some of our rates have been "advanced, others remain the same, and if any "application is made to alter, we are met with "the reply that the rate is within their scale. "Sept. 30, 1893."

Mr. *Richard Jones.*

17,791. When was this farm advanced 60 per cent. ?—It was advanced at various times to that figure.

17,792. On whose estate is it ?—I do not know whose property it is now; it was the property of the late Dr. Richards when it was advanced. I believe it is the property of a minor at present.

17,793. Of course the landlord pays the tithe. When did the landlord start to pay the tithe ?—On the Rhiwlas estate in 1888, I believe. On other estates since the passing of the Tithe Act. On Earl Dudley's estate the tithe is put in with the rent on every new taking, but on old takings the tenant pays the amount of tithe to the landlord.

17,794. How is the tithe fixed when it is put with the rent on the new taking ?—From what I have seen of those, it has been taken at the present value, not at par.

17,795. Do you know of cases where it is taken at par ?—I do not. There have not been many changes on the estate during the last four years, so there cannot be; but in those cases where there are, it is fixed with the rent and generally at the present rate.

17,796. You do not know what prompted the landlord on the Rhiwlas estate to pay the tithe himself instead of the tenant ?—It was a period of depression, and the farmers were complaining, and I believe he readjusted it as he thought it would be more easy for the tenants, and also cause less trouble. The tithes mostly on the Rhiwlas estate are very low, I must say that, especially in Llanfor, but not in our parish.

Lord *Kenyon.*

17,797. With regard to the Agricultural Holdings Act, you said it was not much used. Do you think that is possibly on account of the expense of working it as against an agreement. Where an agreement is fair the tenant would prefer to abide by the agreement than go to the expense of arbitration ?—The tenants do not feel inclined, as a rule, to fight with their landlords or agents.

17,798. In fact the relations are friendly ?—The relations are friendly.

17,799. You are a land valuer ?—Yes.

17,800. You have valued some of the land in the district round you ?—I have valued for the last ten years extensively.

17,801. What is your opinion of the rents —In every case I have been valuing I have had to make a reduction.

17,802. Lately ? — I commenced after the depression in 1883.

17,803. Do you think the landlords in this country are attempting to meet their tenants in the way of abatements and reductions ?—In our parish they are. We have had a reduction of 15 per cent. the last two years from Sir Henry Robertson and from Earl Dudley.

Chairman.

17,804. This is a question by Mr. Owen Wynne: "Did you look at your father's agree-"ment under which you say you now continue "to hold" ?—I never saw it.

17,805. You have never seen it ?—Never.

17,806. "If so, may Mr. Owen Wynne con-"clude that you do not consider it of any "importance" ?—I never knew of it until about six years ago.

17,807. You never knew there was an agreement ?—I never knew there was an agreement.

Lord *Kenyon.*

17,808. You did not think it of much importance, then ?—I thought I was free from an agreement. I thought there was no agreement.

Chairman.

17,809. Under whom do you farm?—Earl Dudley.

17,810. You are one of Earl Dudley's tenants?—Yes, I am, and my father was before me.

Lord *Kenyon.*

17,811. Have you a copy of that agreement?—No.

17,812. Have you asked for one?—No.

17,813. So that I take it you do not care much about whether you have it or not?—Well, I have great faith in Lord Dudley, and that he would not hurt me.

Chairman.

17,814. This is a question by Mr. R. H. Ll. Price: "As a land valuer, how would you value "land farmed for rabbits, as compared with "the same land under sheep, the same ground "keeping both sorts of stock equally well?" Can you answer that question?—I call that rather a comical question. I would value the land on its merits, and keep what he likes on it.

17,815. This is a question by Mr. Vincent: "When you say landlords contract out of the "Agricultural Holdings Act, 1883, do you mean "that they try to contract out of the whole "Act, or only out of those clauses which are "not compulsory?"—Those clauses which are not compulsory.

17,816. "Will you name any landlord who "tries to contract out of the whole Act?"—I cannot.

17,817. These are questions by Mr. Llewellyn Jones: "Do you, in re-valuing farms on the "Palé estate, go carefully over the farm and "take into consideration the special peculiarities

Chairman—continued.

"of each farm, and the improvements effected "by the tenant and landlord respectively?"—I do.

17,818. "Is this the practice on other estates?"—I presume that means, is the valuation of other estates done in that way?—Where I have been it has been the same.

17,819. So far as you know it is the same?—So far as I know.

17,820. "Were the rents on the old Palé "Estate screwed up before it was purchased by "the late Mr. Robertson?"—Very much.

Lord *Kenyon.*

17,821. Was that in order to induce Mr. Robertson to give a better price?—I cannot say.

Chairman.

17,822. There is another question by Mr. Llewellyn Jones: "Was it not on account of "the Anti-tithe agitation that the landlords "determined to pay the tithes themselves?"—I cannot answer for the landlords.

17,823. "Is there a tenant named Thomas "Jones, Tynant, on Earl Dudley's estate?"—There is.

17,824. You know him?—I do.

17,825. "Do you know whether he received notice to quit an account of his persisting to refuse to pay the tithe?"—I do not know. It is not in my parish.

17,826. This is a question by Mr. William Darley—"Have you not land for which you are the trustee or the owner?"—I have.

17,827. "Have you reduced the rent?"—I have.

The witness withdrew.

Mr. JOHN WILLIAMS called and examined through an interpreter.

See evidence of next witness, and generally 7722 and 16,914.

17,828. The following statement was read:—

"Evidence of Mr. John Williams, of 8, Tegid Place, Bala, formerly tenant farmer.

"Evidence relates chiefly to Bala portion of the estate of Sir Edmund Buckley of Dinasmawddwy.

"I have been for 35 years on the Hirnant estate. My father lived at Gelligrin farm on that estate 23 years ago. Mr. Richardson, who was at that time owner of the estate, gave notice to all his tenants. The estate was then put in the market but was not sold. He then tried to raise the rents, but all the tenants left. Three of the farms were, however, let at an increased rent. Two of these farms were let to two Scotchmen who were not able to continue long on the estate. One farm, adjoining these let to Scotchmen, was let to a Welshman. The following September the Welshman had notice against his will and he left in March and one of the Scotchmen had it. Before the close of the following year the estate was sold and relet, in many cases, to old tenants.

"I eventually took a farm called Maeshir, under Sir Edmund Buckley. About the time the notices were given, the lease which my father had on a farm called Gwastad y Groes fell, and his rent was raised from 20*l.* to 60*l.*

"When Sir Edmund Buckley bought the estate the rent was raised on every farm from 20 per cent. to 30 per cent. The rent of Maeshir in Mr. Richardson's time was 45*l.*, raised to 65*l.* for my brother, who came in after the purchase of estate. He left and the rent was reduced to 60*l.* for me.

"At one time I held Maeshir and Gwastad Groes, and also a sheep-walk worth 10*l.*; the rent of the three reached 130*l.* This was reduced 20*l.* twice, so that I was paying 90*l.* when I left.

"After the passing of the Agricultural Holdings Act, 1875, the agent came round and compelled us to sign a form waiving the advantages of the Act.

"For about four years the estate was in the hands of a receiver, and during this time we

received no repairs but had to pay our rent in full into the bank to the credit of the receiver.

"We were never allowed to burn the heather on the hillside, which was destroying the pasture for sheep. The heather was, of course, useful for the rearing of game, the shooting being let. It was because I could not burn the heather, so as to make the best possible use of the farm, that I determined to leave.

"A tenant was never allowed anything for carting materials for building.

"I will also speak as to the clause in agreement whereby a tenant is compelled to offer his sheep to landlord or incoming tenant, whereas there is no corresponding liability on the tenant or the landlord to take them. This agreement is not now in force."

Chairman.

17,828A. Is that your statement and is it correct?—Yes.

Lord *Kenyon.*

17,829. What do you say about the purchase of sheep?—I should like to bind over the landlord or the incoming tenant to purchase the sheep so as to avoid their being sold away.

17,830. Is it not usually the custom of the country for the incoming tenant to pay for the sheep?—Yes, that is generally the case, but farms are now such, that it is difficult to let a farm on which there are many sheep.

17,831. Do you know of any case in which the incoming tenant has refused to take the sheep?—Yes.

17,832. In that case who has had to take them—the landlord?—Somebody from outside who may choose to buy them.

17,833. What happens: have they to establish a fresh flock?—Yes, they have.

17,834. Can you mention the name?—A Scotchman who came to Dolwen. He was Mr. Wilson. He refused the sheep and he took Gelligrin, as I have said before. The first tenant who had only been there a year and had bought them, had to sell them outside.

17,835. Do you not think the Scotchman was a great fool not to take them?—He came without any capital.

17,836. Do you know of any cases on Sir Edmund Buckley's estate where the tenant bought his holding?—I do not. There are some on the Dinas side, they are not on the estate on which I was.

17,837. Was the Mr. Buckley who bought the estate any relation to Sir Edmund Buckley?—Sir Edmund Buckley we call the son now.

Chairman.

17,838. Was the estate sold or not?—Yes, at the time of which I am speaking of, it was at first.

17,839. Was it sold by Sir Edmund Buckley, or was it not?—It was sold to Sir Edmund Buckley.

17,840. And Sir Edmund Buckley is now the possessor of the estate?—Yes.

Lord *Kenyon.*

Mr. Interpreter, a question I asked about a fresh flock being established, does not seem to have been quite accurately put. The question I asked was: "Has a fresh flock been esta- "blished; that takes a long time, does it not"? and you interpreted that, "Did they buy new "sheep for the place?"

The *Interpreter.*

Yes, I took that to be your meaning.

Lord *Kenyon.*

17,841. What I want to know is, was a fresh flock established on the whole, because it takes a very long time to do so?—Yes, but it was a small place, a little mountain, and not a large place.

Mr. *Griffiths.*

17,842. Who was the owner of this estate before Mr. Buckley bought it?—Mr. Richardson.

17,843. You say that the rent was raised to all the tenants. About how many rents were raised?—There were about 15, some small and some large.

17,844. And they all left?—All the large farmers left. Some of the small farmers remained.

17,845. Then you say that two Scotchmen took a farm apiece?—Yes.

17,846. How long did they continue there?—I cannot be sure about Mr. Thomson, of Maes y Fallen; the other remained two years at Dolwen and one year at Gelligrin.

17,847. Why did they leave?—They failed to pay the rent.

17,848. Have you many Scotchmen's graves about here?—I cannot say. They live here, but they go away from here to die.

17,849. Then it is very plain they cannot live on these Welsh hills. You find fault that you are not paid for hauling on this farm?—I had nothing at any rate. I have not blamed them much.

17,850. Why did you not stop on the farm and enjoy it then after you had taken all the trouble?—My health had broken up.

17,851. Did you not say just now that it was owing to the heather being burnt?—No, I did not say that. I said that the heather was not burnt.

17,852. And did you find that that was a great loss to you?—Yes.

Mr. *Richard Jones.*

17,853. You say that after the estate was put into the market by Mr. Richardson, and when it was not sold, that Mr. Richardson then tried to raise the rents of all the estate?—Yes.

17,854. And the tenants all left?—Yes.

17,855. Was your brother at Maes Hir in the time of Mr. Richardson?—No.

17,856. Could you tell the Commission the amount of the increase which Mr. Richardson required in the rents?—No, I cannot.

Mr. *Richard Jones*—continued.

17,857. I suppose you consider it was a hardship to this tenant, who was obliged to sell his flock of sheep, because when he became a tenant of the farm he could get 2*s.* or 2*s.* 6*d.* above the market value for them, and when going out he could only sell them at the market value?—Yes.

17,858. But as a general rule I take it that the custom is observed of the incoming tenant buying the sheep from the outgoing tenant?—It is a custom, but it would be better for us to have a law.

17,859. Is it not sufficient if it is in the agreement?—It is not in the agreement.

17,860. What kind of farmers do you consider Scotchmen are?—I do not know enough to express an opinion upon that, but they failed to do anything with the farms, and went away.

17,861. Do you think their method of cultivation is suitable to the Principality of Wales?—No, especially as to the sheep.

Mr. *Griffiths.*

17,862. You did not tell us where these Scotchmen had their sheep from?—They had some from Scotland and from various places.

Chairman.

17,863. A question is handed in by Mr. William Darley, which is as follows "Can you "tell me of any case when the sheep were not "taken over since Sir Edmund Buckley purchased the estate?"—No, I cannot.

[The *Interpreter.*

He stated with regard to the clause in the agreement, that there was such a clause in the agreement, but that it does not exist now.]

17,864. There is a question handed in by Mr. Vincent. "The raising of rents you speak "of was in the time of Mr. Richardson, was it not?"—No, he failed to raise the rents. It was in Sir Edmund Buckley's time, when he took the tenants anew.

17,865. Who was the agent who went round and asked you to contract out of the Act of 1883?—His name was Mr. Griffiths.

17,866. The following question is handed in by Mr. Llewelyn Jones. "Was it not a great "loss to the tenant to sell his sheep off the farm?"—Yes.

17,867. This question is also by Mr. Llewelyn Jones. "Are there many Scotchmen on Sir "Edmund Buckley's estate now?"—No, not one.

The witness withdrew.

Mr. William Buckley called and examined.

Chairman.

See evidence of preceding witness.

17,868. What do you wish to state?—I am acting as agent for my father on the Aberhirnant estate. There were one or two statements made by the last witness with regard to taking over the sheep. He said that in the present agreements there was no clause taking over the sheep. That was strictly untrue. Unfortunately I have not got one of the agreements down here, but will put one in at the next place you sit at. (The *Interpreter:* The last witness said just the contrary; he said that was the case at one time, but that it is not now.) The witness stated the rents have been raised since my father purchased the estate. I can only say that I will put in a paper showing the rents. I believe the estate was purchased in 1871 or 1872, and I will put in a paper showing the rents also in 1829. (The witness handed in document.) The valuation of 1829 I am not quite able to make out. There are some little alterations, but those are the rents in 1870, 1882, and the present time.

17,869. The estate was purchased in 1870, was it not?—No, 1871. The last witness would know when it was purchased; I am not quite certain myself.

Sir *John Llewelyn.*

17,870. He said 22 or 23 years ago?—Yes, I am not quite certain about that.

Lord *Kenyon.*

17,871. It was all purchased at one time?—It was all purchased at one time. That is the present rental, or rather taking it after 1883; that is the last one; and also 1882. I should like it to be read out, if it could be.

Lord *Kenyon*—continued.

Chairman.

17,872. Is what the witness stated according to the shorthand writer accurate. "About 1870 "he gave notice to his tenants and tried to sell "the estate"?—That is Mr. Richardson, before my father bought the estate. I can say nothing about Mr. Richardson's time.

17,873. "He then tried to raise the rents, but all the tenants left." Then the last witness said that the rents were raised in your father's time?—He stated that. I have put that in, so that you can see the rents in 1870, and the present rents. I was not agent myself in 1870, but that will show that the rents were not raised. As to 1829 I want it left out.

17,874. Shall we take it in 1829 first?—No, my Lord. I cannot make that out. You can take some of them as being perfectly correct.

Lord *Kenyon.*

17,875. You cannot verify them?—I cannot verify them. I have the valuation in my pocket.

Chairman.

17,876. What do you want to prove?—I want to prove that the rents, instead of being

Chairman—continued.

as they were at the time the estate was bought, are about half.

17,877. That is now ?—Yes.

17,878. But what he says is not that the rents are raised now, but that they were raised some time ago ?—I should like him to state where they have been raised.

Lord *Kenyon.*

He says they were raised since 1870, and that goes to show that they have been lowered since 1870.

Chairman.

17,879. What he said was that the rents were raised, and all the large tenants left ?—That was before my father purchased the estate.

The *Interpreter.*

What he did say was that when the estate was bought by Sir Edmund Buckley the rents were then raised by Sir Edmund.

Mr. *Richard Jones.*

17,880. He gives an instance of one farm being raised. That was his brother's farm ?—I do not believe that was on the Aberhirnant estate.

Chairman.

This is rather puzzling. Will you read his evidence again, please.

The Interpreter.

This refers to Mr. Richardson. "He then "tried to raise the rents, but all the tenants "left."

Chairman.

17,881. Then, was the estate bought by your father ?—Yes, my Lord.

The Interpreter.

"About the time the notices were given, the lease which my father had on a farm called Gwastad y Groes fell in, and his rent was raised from 20*l.* to 60*l.* When Sir Edmund Buckley bought the estate, the rent was raised on every farm from 20 to 30 per cent."

Chairman.

17,882. Now, we have it. When did Sir Edmund Buckley buy the estate ? About 1870 ?—From 1870 to 1872. I am not quite certain as regards the date. All the tenants did not leave in Mr. Richardson's time ; Thomson was at Maesfallen, and I do not know about the others. I say I was not the agent at the time.

17,883. From your knowledge, the rents on the estate were not raised by your father ?—No, to my knowledge they were not. Many of the farms were empty at the time, to the best of my knowledge ; there were no tenants at all.

Lord *Kenyon.*

17,884. When he bought it ?—When he bought it.

Mr. *Griffiths.*

17,885. Can you supply us with the rents of these farms in Mr. Richardson's time ?—I can supply you with the rents in 1870 which were taken from the valuation in 1870.

17,886. I do not mean in your time, but I mean in Mr. Richardson's time ?—I believe that is the rental in Mr. Richardson's time—in 1870.

Chairman.

17,887. They were all empty ?—That is what it was valued at. Some of those were let ; for instance, Maesfallen was let to Thomson, and I believe Gelligrin and Dolwen ; I believe there was a tenant in those, but when the estate was bought, that was what the rent was put down at.

17,888. It was put down at that, but have you anything to verify that ?—That is the rental, I believe, they were receiving for it up to the time the tenants left.

17,889. You believe it ; you have nothing to prove it ?—No, I have nothing to prove it now I can prove it afterwards.

17,890. That was the rent of the estate in 1870 ?—Yes.

17,891. It was put up to this value, when all the tenants had to leave ?—I may say from my own knowledge there was one tenant in, and that was at Maesfallen ; they did not all leave. I believe that there was a man named Maxwell, who was a Scotchman, at Dolwen and Gelligrin, and I believe those were both in in my father's time ; they left afterwards.

17,892. This 1870 valuation, so far as we understand it, gives the rents which were put on the different farms, and when they were put on these farms the tenants left, most of them ?—That is the rental when the estate was bought ; that is what it was put down at.

17,893. That is what it was put down at in the sales ?—Yes.

17,894. But when you came into the estate you found no tenants on it at all ?—We found some ; there were only a few tenants.

17,895. The estate was practically cleared ?—Yes ; it is a very large wild estate, and I think there were only a few tenants, 15 or 16 tenants, on the whole of the estate.

17,896. You were led to believe, when you bought the estate, that would be the fair rent ?—Yes, exactly.

17,897. Not being aware that the rent was so excessive that it had cleared the ground ?—Yes, my Lord.

17,898. Can you put that in ?—Yes, my Lord.

17,899. You still say that you think that was a fair rent ?—I consider it was a fair rent in 1870.

17,900. Though you are now aware that the rent was so high that all the tenants left ?—That statement was made that they left, but I do not

Chairman—continued.

think it was altogether that. I think it was the Scotchmen coming down into Wales, and that they did not understand their language, and they did not find it pleasant for them. If there had been more Scotchmen in the country, they would have stopped there—if there had been a larger colony of them.

17,901. That does not quite follow. What I mean is, that you put in this as the rent of the estate when you bought it?—Yes.

17,902. Though there were no tenants?—Though comparatively few tenants.

17,903. And that was the rent that was demanded from the persons who took the farms under your father?—Yes, my Lord, to the best of my belief.

17,904. Since that time it has been impossible to keep them up, and they have gone down?—The farms are all let.

17,905. You have put a farm at 300*l.* in 1870, and you say that that farm was valued—that that was supposed to be the rent?—Yes, 300*l.*

17,906. That is Maesfallen?—Yes, we were receiving that rent for it, it was one of the farms occupied when my father bought the estate.

17,907. The rent was 300*l.*?—Yes, we were receiving that rent for it.

17,908. You found that was an impossible rent, because in 1882 you had to bring it down to 205*l.*?—We had to bring it down to 205*l.*

17,909. That was one-third less. Since that, in the next 10 years, you found that was so high that you had to bring it down to 160*l.*?—No, that is not the case; it was not that, that was so high. I may tell you that in our old agreements there is a clause, which has been altered now, to the effect that the incoming tenant must take the sheep over, and that clause is still there, but it was the incoming tenant or the landlord. I may say before I took the agency over, that all the tenants gave notice; they put their heads together and gave notice simply to get the landlord to reduce the rent. He would have to take the sheep over; therefore we reduced the rents, as you will see. I consider those rents are simply ridiculous.

17,910. The tenants were of opinion that the rents were high, and you were not?—We were not. We were always ready to have it valued.

17,911. But the practical result for 20 years was that the rent which you thought fair in 1870—300*l.*—fell to 160*l.*?—Yes.

17,912. That is it practically?—I consider the 300*l.* was not too high.

17,913. You consider 300*l.* was a fair rent?—Yes, fair rent now.

17,914. Your tenant thought not?—He thought not.

17,915. And the practical result of you and your tenant putting your heads together is that the rent has fallen 50 per cent.?—No, the combination of all the tenants to give notice, simply to get a reduction. I do not know the exact number of sheep on the estate, but it is a large estate, and it requires a lot of capital. They all gave notice; I do not think it was because the rents were too high; I think it was because they thought they had got an opportunity.

Chairman—continued.

17,916. They thought the rent was too high?—I do not think so, my Lord. I think it was for other reasons.

17,917. That is your opinion?—Yes, my Lord.

17,918. Do you wish to put in that list?—I put that in.

The following list was handed in:—

—	1870.			1882.			1893.		
	£	*s.*	*d.*	£	*s.*	*d.*	£	*s.*	*d.*
Maesfallen -	300	0	0	205	0	0	160	0	0
Caegwynnion -		—		42	0	0	30	0	0
Gelligrin - }	212	1	8	100	0	0	120	0	0
Dolwen Ucha }				75	0	0	50	0	0
Gwernyrewig -	125	0	0	100	0	0	60	0	0
Land - - -	6	0	0	6	0	0	6	0	0
Bryngwyn -	36	0	0	36	0	0	32	0	0
Yscyrai -	24	0	0	27	0	0	23	0	0
Alltygog -	32	1	7	36	0	0	30	7	0
Cefnymeirch -	105	0	0	100	0	0	80	0	0
Maes Hir -	170	0	0	130	0	0	105	0	0

17,919. It shows a great fall in the rents since 1870, when you bought the estate?—Yes, my Lord.

Lord *Kenyon.*

17,920. Was the estate valued for your father when he purchased it?—That I cannot say for certain.

17,921. He did not buy under a valuation?—I should say not.

17,922. You would not know. Since he bought it, am I to understand that the old tenants returned?—So the last witness stated. I do not know, for I did not know the tenants. I was a mere lad in 1870. I quite believe it.

17,923. The result was that all the farms are let?—All the farms are let.

17,924. And let to Welshmen?—Let to Welshmen, with the exception of one, who is an Englishman; he has about 12 acres, and he is my foreman of woods. I do not call that a farm.

17,925. You spoke about some combination; but apart from your combination do your father and yourself and the tenants get on well?—I think we get on very well indeed.

17,926. I want to ask you one thing with regard to burning heather. A late tenant said something to the effect that he could not get the heather burnt?—The heather, I believe, before I took the agency over, and since my agency, has been burnt by the keepers.

17,927. Do you not consider (you know something about grouse ground) that it is equally advantageous for the grouse and for the sheep to have a certain amount of heather?—Yes, I do, certainly.

17,928. Under care?—Under care. It wants very great care.

Lord *Kenyon*—continued.

17,929. A certain amount of long heather is equally useful to the sheep as to the grass land?—Yes; I consider it extremely useful, especially when there is snow on the ground. There is less loss in that case than with entirely grass hills.

Mr. *Richard Jones.*

17,930. I think you said that the rents in 1870 were fair rents?—I consider them quite fair.

17,931. Were you in a position in 1870 to say that those rents were fair. What was your age in 1870?—I said that those would be fair rents now. I made a mistake in saying that I considered them fair rents in 1870, because in 1870 I was only about 10 years old. I consider those rents in 1870 would be fair rents now.

17,932. They might not have been fair rents in 1870; they might have been high rents?—From all evidence which we have heard so far, it seems probable that times were better in 1870, and that they have never been so bad as they are now. Many of the witnesses have stated that the times are worse now. Mr. Thomas Ellis, of Cynlas, came and stated yesterday, that he never knew the times so bad as they are now.

17,933. But it does not follow. They might have been high rents in 1870, although the times were so bad?—But I consider that the rents in 1870 would be fair rents now, and 1870 was a better year than this.

17,934. Are you in a position to compare stock and produce in 1870 with stock and produce at the present time?—No, I am not, but I say all the evidence of Mr. Ellis, of Cynlas, and other persons, is that things are worse now than they were in any other year.

17,935. I think you said that you were acting as agent for your father?—Yes, I am acting as agent for my father.

17,936. Will you kindly tell us what training you have had for the agency?—I have had some experience in farming, that is to say when I lived at home, we farmed to a certain extent.

17,937. How many acres?—200 acres, something like that, chiefly grazing. I have also been in an estate office with Mr. Naylor, of Kerry, agent, and Mr. Swetenham; you probably know Mr. Swetenham.

17,938. Yes?—I was in Mr. Swetenham's office for some time.

17,939. Was it you who generally sold the produce of the farm?—No.

17,940. Have you had any experience in selling stock and produce?—I have had very little experience in selling.

17,941. Then I gather that you have not had any means of judging of the value of stock and produce?—I consider that I have had; I attend fairs, and know what prices are.

17,942. Do you know the weight of an animal?—I can fairly judge it. I do not say that I should be exact; I could make a very rough guess at it.

Mr. *Grove.*

17,943. Do we quite understand from you that the rents were raised between 1870 and 1882? I believe they were not; I cannot state for certain about 1870, but after 1882 I have put in the list. There are two exceptions, namely Gelligrin and Dolwen Ucha, which are higher now.

17,944. Two small exceptions?—Two small exceptions, and those I can explain.

17,945. You see you have put in the rents of 1870 and then you put in the rents of 1882—12 years after—and then you put them in for 1893, which is another 11 years. May we take it that, with those two exceptions, the rents were not raised between 1870 and 1882?—Yes.

17,946. Then you have referred us to three cases; there is one where the rent was 300*l.* in 1870 and is now 160*l.*; there is another where the rent was 125*l.* in 1870, and now is 60*l.*; there is another where the rent was 170*l.* and is now 105*l.* Do you consider that in each case, those farms are worth the rents which show the larger figure as shown in 1870?—I consider that they are worth what is put down as the rent in 1870.

Sir *John Llewelyn.*

17,947. Did Mr. Williams hold Maes Hir and Gwastad Groes at the same time from you?—Yes, I may state that Gwastad Groes is held as sheep-walk, with a house or cottage on it.

17,948. Shall I find those farms on this list? Yes, I did not put Gwastad Groes down; I put it down as Maes Hir.

17,949. You told us that the rent was 130*l.*, but it was twice reduced, and when he left it was 90*l.*?—It was 90*l.*

17,950. Do you usually let more than one farm to one tenant?—There are sheep walks at Stacros.

17,951. I do not know about the sheep walk. He seems to have held Maes Hir and Gwastad Groes. Are they now let to new tenants?—No.

17,952. They are still let to the same tenants?—Yes, they are still let to the same tenants.

Chairman.

17,953. The following question is handed in by Mr. W. J. Kerr: "Have you had any recent "applications for farms with sheep walks"?—I have, since the Commission has been sitting, even.

17,954. These questions are by Mr. Llewellyn Jones: "How long did Mr. Thomson stay at "Maesfallen after your father bought the "estate"?—I cannot say for certain, but I believe for some years.

17,955. How many years?—I cannot say for certain.

17,956. You do not know?—No.

17,957. "Do you know how much Mr. "Maxwell and Mr Thomson lost at Maes-"fallen when they paid 300*l.* a year for it"?—No, I certainly do not. I do not know that they lost anything.

Chairman—continued.

17,958. This question is by Mr. Jones: "Did "not Mr. Thomson leave because the rent was "too high"?—I do not think that was the case. The house was bad in those days, and it has been entirely rebuilt, and I believe if the house had been rebuilt at once, Mr. Thomson would have stopoed on.

Mr. *Richard Jones.*

17,959. I have one question to ask you. Have you in any case been advertising in any English papers for tenants?—I do not think I have ever advertised for an English tenant, and I do not think I have put advertisements in.

17,960. Or in an English paper?—I have advertised shooting.

17,961. You have not advertised for tenants?—I do not think that I ever have. The "Cambrian News" is the usual paper. I will not be certain; I can tell you if I look it up, but to the best of my recollection I should say, No.

17,962. You have advertised in the "Cambrian News"?—Yes, continually.

17,963. Any other paper?—I have advertised in another little paper in Bala called "Y Seren," a Welsh paper.

Mr. *Griffiths.*

17,964. According to that list the rents have been reduced from 1870 in most cases?—Yes.

17,965. Why did you do so?—Why have they been reduced?

17,966. Yes?—I really cannot say why they were reduced; some of the farms were empty, and they were let at a low rent really to start with; that is what I call the 300*l.* I explained the reason why they have been reduced to such an extent, is because the landlord did not want to take all the sheep over.

Mr. *Griffiths*—continued.

Lord *Kenyon.*

17,967. That was the combination of tenants?—Yes.

Mr. *Richard Jones.*

17,968. Was it because you could not get any local applicants that you were obliged to advertise?—No, we got applications, but I think it is always as well to put an advertisement in.

17,969. Is it customary on estates like Sir Watkin's, Lord Harlech's, and Mr. Wynne's of Peniarth, to advertise for tenants?—I do not know, but I would not compare Sir Watkin's estate with the Aberhirnant estate.

17,970. Have you ever seen advertisements for tenants on the estate of Sir Watkin?—I have never looked.

17,971. You have never looked at the columns of the local papers?—Oh yes, but I have never seen one of Sir Watkin's. I do not say I will compare the two estates; one has 15 tenants and the other has, I forget how many thousands.

Chairman.

17,972. This question is by Mr. Llewellyn Jones: "Was not Mr. Thomson obliged to stay "seven years on this farm because he was under "lease"?—I do not know how long he stayed, I know it was a leasehold, and I believe he gave it up before his lease expired. I cannot say really for certain; that is 1870, I was only 10 years old at the time, and I cannot state as regards that.

Mr. Robert Wynne called and examined through an Interpreter.

[The following statement by the witness was read:—

"Evidence of Mr. Robert Wynne, Clegir Canol, Bettws Gwerfil Goch.

"I am a tenant farmer. My forefathers have occupied the above farm on the Jesus College (Oxford) estate for some generations. The farm I occupy is a remote hill-farm, which is very difficult of access. The rent has been raised at various times after my predecessors, and I have gone to expense in the way of improving the place by drying the land or reclaiming uncultivated land. I produce a number of receipts showing the rent of the farm. [*The receipts were handed in.*] This increase of rent is especially hard in view of the fact that agricultural prices have fallen 40 per cent. within the last 20 years and that at the same time the price of labour has increased 30 per cent.

"The work on my farm has been done partly by my family and partly by hired servants. Some of my children grew tired of working at home without wages, and have gone to work elsewhere

"I have done all the haulage towards buildings without any pay. Some of the buildings are in very bad condition, notably the stable and barn. About 10 years ago, I had an abatement of 10 per cent. or 15 per cent. on one half-year's rent. Then, some time afterwards, I had a similar abatement of 15 per cent., from 1886 to 1888 or thereabouts. I had 3*s.* in the 1*l.* abatement on the rent, due on the 25th September last year, and we had no abatement on the half-year's rent, due last May. We, the tenants of the estate, have appealed for a permanent reduction in the rent. They let the game to strangers. The rates are very high—the poor rate is 3*s.* 4*d.* in the 1*l.*"

Chairman.

17,973. Is that your statement, and is it correct?—Yes.

17,974. What is the size of your farm, and what is the rent you pay for it?—I pay 50*l.* rent now. It was not quite 41*l.*, 20 years ago. The extent of the farm is close upon 100 acres.

Sir John *Llewelyn.*

17,975. When was the appeal for a reduction of rent made?—Before we received this abatement of 3*s.* in the 1*l.* eight or nine years ago we appealed to him together as tenants.

17,976. Who were "we"?—The tenants of the Jesus College estate.

17,977. All over the United Kingdom, do you mean?—The tenants at Bettws Gwerfil Goch.

17,978. How many are there?—There is only myself up yonder, but there are others, about 2 miles from me by the side of the Holyhead Road.

17,979. How many do you speak of when you use the word "we"?—From 24 to 30. The agent is here; you may ask him.

17,980. That is quite near enough for what I wanted. Did you say that the rent was raised after improvements by reclaiming waste land. Am I right as to that?—Yes.

17,981. Did you make any application to the College authorities under the first schedule of the Act?—I do not understand that we did that time. I am not perfectly certain. There was an abatement of 3*s.* in the 1*l.* for three years.

17,982. That is not the question. The question is whether you have made any application?

The *Interpreter.*

He said he did not perfectly understand whether they did at that time.

Mr. *Richard Jones.*

I do not think he understood the question. Will you again ask about the Agricultural Holdings Act?

17,983. Did you make any application to the College authorities under the first schedule of the Act?—I do not understand that we did, that is I am not quite certain about it, and I should not like to say so, unless I was certain.

17,984. But surely you would know if you made any application to the authorities of the College under the Act of Parliament?—I do not understand what you mean by that; it is perfectly strange to me.

17,985. Do you know the Agricultural Holdings Act?—Yes. I cannot explain it.

17,986. Do you know that you might get compensation for some improvements?—No, I did not know that; that is why I came before these gentlemen and these Lords now.

17,987. Would you understand the Agricultural Holdings Act better if it was printed in Welsh?—It is certain we would, in our own language.

Mr. *Grove.*

17,988. To whom did they make the application for a reduction of rent?—To our own agent, Mr. Clough, of Denbigh.

Mr. *Grove*—continued.

17,989. And, of course, everything connected with the estate goes through Mr. Clough?—Yes.

17,990. What advance of rent have you had since you went to that farm?—My rent was raised by the agent who was there before Mr. Clough.

17,991. But from what was it raised, and what is it now?—The rent when I went to the farm was 40*l.* 18*s.* 9*d.*

Mr. *Richard Jones.*

17,992. What year was it?—About 26 years ago, and Mr. Jones, of Carnarvon, as they call the agent, then raised the rent, so as to complete a sovereign and make it into 41*l.*

Mr. *Grove.*

17,993 Then when you did not like to pay the larger rent, did you not bear in mind that the rent itself goes for the purpose of education to Jesus College?—I know that it goes towards education; but as prices of animals and so on are decreasing, what will we do and to whom will we apply?

17,994. When was the last advance in rent made?—20 years ago. In 1873.

Mr. *Richard Jones.*

17,995. Do you know who is the Bursar of Jesus College?—Yes, I know quite well. I am very fond of him.

17,996. Was the rent raised after Professor Rhŷs became Bursar?—No.

Professor *Rhŷs.*

17,997. Has it been reduced?—No, it was not reduced, but an abatement was given. We pay the rates just the same.

Mr. *Richard Jones.*

17,998. Were the improvements made before the year 1883, before the Agricultural Holdings Act came into operation?—Yes, two or three parts were done before that.

17,999. Two or three parts of what—of the improvements?—Improved parts of waste land, so as to cultivate them.

18,000. Have you got an agreement?—Yes.

Mr. *Griffiths.*

18,001. Does the education given in Jesus College benefit you at all?—We farmers know nothing about it. We feel that a good deal goes from us towards it.

18,002. Why do you wish the College to reduce your rent permanently?—For the reason

Mr. *Griffiths*—continued.

that it has been permanent for such a time. They were good times when the rent was raised, and now the prices of animals have fallen, wages have been raised, and all calls on us run high, so that we cannot afford to pay them as things are now.

18,003. Do you not consider that if you have your rents reduced permanently you will have your rates reduced?—Yes, I would be glad to get that.

18,004. What is the amount in the 1*l.* you pay now to the rates?—3*s.* 4*d.*

18,005. That is the reason you want to have your rent reduced permanently?—Not the only reason. It is part of the reason.

18,006. It is one reason. Have you made application to the College to have it reduced?—Yes.

18,007. What did they tell you?—They said that the college could not afford to give it; that they would allow 3*s.* in the 1*l.* for two years.

18,008. But how is it that they gave you no abatement upon the last rent?—I cannot say. That made us all more angry. We had an abatement before the last rent.

18,009. Do you not think that times are worse now than they were before?—Yes, they certainly are. It is getting worse and worse.

Lord *Kenyon.*

18,010. Have you stated at all to the Bursar of the College what the improvements are?—No, it is seldom that they come yonder, and I should be glad if they came up oftener. When they do come they do not come up to the mountain top yonder.

Professor *Rhŷs.*

18,011. Do you remember that I went to the highest part of your farm the last time I was there?—To the highest field, sir. You would not come higher.

Lord *Kenyon.*

18,012. Could you describe the improvement that you have made, as to the generally improved state of the farm, or could you specify them in any way?—Yes, I could mention especially four or five places, and show where they are.

18,013. What sort of weather was it when Professor Rhŷs went there?—It was a heavy thunderstorm when Professor Rhŷs visited the house, and he was in a hurry to go away.

Professor *Rhŷs.*

It is quite true that I visited the place, and I waited for the storm to go off.

The witness withdrew.

Mr. ROWLAND DAVIES called and examined through an interpreter.

The following statement of the witness was read:—

"Evidence of Mr. Rowland Davies, Rhydygethin, Llandrillo.

"I am a tenant farmer occupying a farm called Rhydygethin, belonging to Mr. Parry Glanpaith, Aberystwith.

"I propose to give evidence with reference to the parish of Llandrillo. The parish is about 2 miles square. It may, as to the character of the land, be divided into two parts—the valley, which contains a large amount of arable land; and the mountain and high land, which is chiefly used for sheep and cattle pasturage.

"The chief landowners in the parish are Earl Dudley and Sir Henry B. Robertson.

"I know of no leases for years in the parish; the farms are held from year to year, the land being entered upon on the 25th of March, and possession of the house being given on the 13th May.

"I desire to present evidence chiefly on the following points:

"In view of the fact that market prices have fallen, rents are much too high to allow the tenant farmer to meet all his liabilities. Farmers' children are compelled to work at home without wages, and receive very little in the way of pocket money.

"*Consolidation of farms*: This has generally taken place with a view to save building new houses and outbuildings. I propose to hand in a list of the consolidations which have taken place in the district within the memory of living men."

[The following list of consolidations was handed in.]

"Cae Caregog and Blaen-y-Pennant.
"Tyddyn-y-famaeth and Cernyw.
"Ty Cerrig and Cadwst.
"Maes and Tynant.
"Llystyn and Llawrcilan.
"Ty Croes Pennat and Cross Foxes.
"Tyn llwyn and Moelysgoedwig.
"Tyddyn powel and Plas-yn-dinam.
"Hen felin and Dudley Arms farm.
"Tyn y wern and Garthiaen.
"Llechwedd cilan and Llawr cilan.
"Ty coch and Branas Ucha.
"Tyfos isa and Tyfos Ucha.
"Llechwedd and Garthiaen.
"Llechwedd bach and Cross Key Farm.
"Ty Croes and Moelygoedwig Isa.
"Tyn yr ywen and Rhyd y glafas.
"Tyddyn y coed and Tyn y coed.
"Cryniarth and Cwmisa.
"Heolganad and Plasynyfaerdre.
"Rhos y mardy and Rhyd y glafas."

Chairman.

18,014. We had better have the number?—21.

Lord *Kenyon.*

18,015. How many are there now?—There are 21 instances.

18,016. But how many farms do they make now?—There are 21 farms now.

18,017. How many were there originally?—About 42 or 43.

[Statement continued.]

"The result of this has been that the population of the district is one half of what it was some years ago. Again this has resulted unfavourably upon the cultivation of the land.

"Increase in rates have been 50 per cent. in the last 25 years.

"Character of agricultural labour in the district. I should like to give the following instance of the way the sitting tenant is refused a reduction in the rent, when a reduction is afterwards made on letting the farm to a new tenant. Mr. Thomas Jones, the new tenant of Ty nant on Lord Dudley's estate was formerly (1879 to 1882) tenant on Major Tottenham's estate. The rent he paid was 51*l.* 10*s.* 0*d.* He asked his landlord for a reduction and as this was refused him he gave notice to quit and eventually left. The following tenant stayed for 18 months and then left without, it is understood, having paid his rent. The farm is now, I believe, rented at 35*l.* The agent wrote me offering it for 30*l.*

The Witness.

I hand in a copy of an agreement. [*Handing same.*]

Lord *Kenyon.*

18,018. Whose agreement is this, Major Tottenham's?—Yes.

18,019. Have you been Major Tottenham's tenant?—No.

18,020. How did you get hold of this then?—I got it here to-day.

18,021. You got it from someone else, I suppose?—Yes.

18,022. Why do you put it in. Is there anything you wish to remark about it?—Mr. Jones gave it to me.

18,023. Who is Mr. Jones?—Mr Llewellyn Jones.

18,024. But do you know anything about it yourself?—No, I scarcely know anything about it; but I know he offered the farm at Pen y bryn to me for 30*l.*

18,025. You put it in as Mr. Jones's agreement with Major Tottenham's? Is that so?—I have nothing to do with it.

Mr. *Griffiths.*

12,026. Do you consider that the effect of the consolidation of these farms is that the population has been reduced to one-half?—Yes.

18,027. Has it had any effect upon the rates as well?—Yes; to some extent the soil is worse.

18,028. What was the first rent of that farm which you say is let now at 35*l.*?—51*l.*, I think.

Mr. *Grove.*

18,029. You are speaking as to the circumstances of the parish in which you live, are you not?—Yes, so far as I understand them.

18,030. Is any land within the parish let according to the agreement that has been put in?—I do not know.

The witness withdrew.

Mr. ROBERT ROBERTS called and examined through an interpreter.

[The following statement of the witness was then read.]

"Evidence of Mr. Robert Roberts, Hengaer isaf, Llawr y bettws, Corwen, tenant farmer.

"Evidence will chiefly relate to Rûg Estate and to the township of Nant ffriar in the parish of Llandderfel."

Chairman.

18,031. Whom does the estate belong to?—It is the Rûg Estate belonging to Mr. Wynn.

[Statement continued.]

"Occupation.

"Tenancy commences March 25th, but out going tenant may occupy part of house and buildings till May 1st following.

"No compensation given for damage caused by felling trees.

"Agreements.

"Copy of agreement on Rûg Estate put in.

"The following are the Clauses which are considered oppressive: Six months' notice to quit. Right to enter to cut timber without adequate compensation for damages. The preserving of the game by the landlord. The obligation placed upon the tenant to keep all the buildings, fences, gates, &c. in repair. The obligation placed upon the tenant to keep dogs for the landlord and to carry coals, &c. to the landlord's residence. The clause whereby the tenant is liable to a penalty for a breach of any of the terms of the agreement. The exclusion of the Agricultural Holdings Acts.

Chairman—continued.

"On Mr. Henry Robertson's estate there is no written agreement; the tenancy is under Agricultural Acts and custom of the country.

"The effect of the above clauses upon cultivation is, that they absolutely prohibit the tenant from farming in as husbandlike a manner as he otherwise would. The agreement is very similar to that on the Rûg estate, but it includes the obligation on the tenant to supply a fat goose at Christmas. (See Clause 9 in the agreement.)"

18,032. Is that on Mr. Wynn's estate?—No, on Mr. William Kerr's estate, of Maesmor.

[Statement continued.]

"The rent varies greatly between the small and bigger farms. On the Rûg Estate the tenants are expected to carry coal for their landlord and to keep a dog, if necessary. During the last 30 or 40 years rents have been raised generally from 35 per cent. to 45 per cent. During the last five years reductions have been made on a few farms, and temporary abatements given varying from 5 per cent. to 15 per cent.

"*Size of farms.*—Farms have in numerous instances been consolidated, and this has had a very detrimental effect on agriculture. It has also meant a serious decrease in the population.

"*Cultivation.*—There is a great scarcity of agricultural labourers and this is due partly to the fact that houses are scarce. The Agricultural Holdings Acts are, in almost all instances, excluded. I know of instances where farmers have improved their holdings by draining the land, making outbuildings, and adding to the house, and making important alterations inside the houses. Instead of receiving compensation they have been compelled to pay an increased rent. My father's farm was formerly on the Rûg estate. My father improved it, but it was sold to Mr. Henry Robertson, who, no doubt, paid Mr. Wynn a sum which was in respect of the improvements made by my father.

"*Tenant farmers.*—The children of tenants have to work in many cases harder than the hired servants, and often without any wages. Notwithstanding this, it is with difficulty that their parents are able to pay their rents and to meet their liabilities. I know of one instance in particular, where the two sons of a farmer, the eldest of whom is nearly 40 years old, have always worked at home without receiving any wages. The landlord was approached and asked to lower the rent; but declined to do so, telling them either to leave or to rest contented.

"Evidence relating to the late Robert Reece, of Pontpren, on the Rûg estate.

"The following facts are well known:—

"Robert Reece took the farm of Pontpren in the year 1859 for 14*l.* 4*s.* 0*d.* rent. When he went there he had 200*l.* capital, and the house being in a poor condition he built a new house at his own expense. His father-in-law, who had been the previous tenant, had also built the outbuildings at his own expense. After the house was built, the rent was raised to 18*l.* When hard times came, Reece went down in the world and eventually died on the parish.

Chairman—continued.

"*Schedule.*

——	About 1852.	1876.	1892.
Rise or reduction in rents:—	The rise in 1855:—	Rise:—	Reduction:—
1. On highland farms.	10 %	25 %	5 % to 15 %
2. On lowland farms.	15 %	30 %	„
Rates in the £ poor rate.	1*s.*	—	2*s.* 6*d.*
Labourers' wages:—			
(*a.*) With food -	5*s.* weekly.	8*s.* weekly.	10*s.* weekly.
(*b.*) Without food	10*s.* „	13*s.* „	15*s.* „
Price of agricultural produce:—			
Wheat -	33*s.* 6*d.* the Welsh hobbet.	18*s.* the Welsh hobbet.	10*s.* the Welsh hobbet.
Barley -	12*s.* „	15*s.* „	7*s.* 6*d.* „
Oats - -	6*s.* 6*d.* „	10*s.* „	8*s.* „
Cows (18 months).	5*l.*	6*l.*	4*l.*
Sheep - -	-	18*s.*	12*s.*
Butter - -	-	1*s.* 6*d.* per lb.	1*s.* per lb.
Wool - -	-	1*s.* 2*d.* „	7*d.* „
Meat - -	-	8*d.*	5*d*
Potatoes -	-	12*s.* the Welsh hobbet.	4*s.* the hobbet.

Chairman.

18,033. Is that your statement, and is it correct?—Yes

Sir *John Llewelyn.*

18,034. You speak of oppressive clauses?—Yes.

18,035. And the exclusion of the Agricultural Holdings Act?—Yes.

18,036. It is in the evidence in chief, and that is what I want to know?—That is so.

18,037. In the evidence in chief you complain of the exclusion of the Agricultural Holdings Act. Do you complain of that?—I complain this much, that the landlord on the Rûg estate refused to allow tenants to receive any benefit under the Agricultural Holdings Act.

18,038. Did they apply to make any improvements?—I do not know that any application was made, but it shows at once that the landlord, Mr. Wynn, does not wish that the tenant should have any benefit from the Act if there is any benefit to be obtained.

18,039. I am under this difficulty. Are you a tenant of Mr. Wynn's or a tenant of Mr. Kerr's?—I am not a tenant of either of them.

Chairman.

18,040. Are you not a tenant under the Honourable Mr. Wynn?—No, I am not.

18,041. Under whom are you a tenant?—Sir Henry Beyer Robertson. My father was a tenant of Mr. Wynn's.

Lord *Kenyon.*

Mr. Robertson, Sir Henry's father, bought the farm. I think that is it.

Mr. *Grove.*

18,042. By what means do you say or did you obtain information that any landlord wished to deprive the tenant of the benefits of the Agricultural Holdings Act?—That is obvious from the fact that the landlord puts it down in the agreement with his tenants.

Sir *John Llewelyn.*

But it is not in that agreement.

Mr. *Grove.*

That is exactly what I was coming to.

18,043. You have had no personal experience of the agreements that are put in, have you?—No, not myself, but my father has been a tenant for about thirty years.

18,044. Can you show us the clause 8 in the agreement that contains that?—It says in the agreement which has already been put in, as far as I understand it.

Lord *Kenyon.*

18,045. Will you point to the clause [*the agreement was handed to witness*]?—It is clause 12, "The Agricultural Holdings Act 1875 "shall not apply to the holding."

Mr. *Grove.*

18,046. There is no clause that you object to in Mr. Kerr's agreement I suppose?—No, but it is almost the same as that of Mr. Wynn, of Rûg, except the last clause.

Mr. *Richard Jones.*

See 18,100–18,108.

18,047. The ninth clause is this: "The tenant "shall keep a dog, send a fat goose to the Hall "at Maesmor, and cart for a day in each year "if required to do so, and protect the game, "fisheries, and trees from being injured or de-"stroyed by unauthorised persons, and shall "prosecute such trespassers or allow the land-"lord to do so in his name." Was the rent advanced by Mr. Robertson after he bought the farm on which your father was?—The land which was being sold by Mr. Wynne was valued.

18,048. That is not an answer to the question?—When the valuer appraised the land it was for the purpose of selling the land; he advanced the rent a great deal more than it used to be to my father, but Mr. Robertson did not advance the rent until his valuer valued it.

18,049. Was it bought by private treaty?—By public auction.

18,050. According to the valuation of a certain valuer; it was by valuation?—By valuation.

Mr. *Richard Jones*—continued.

18,051. And what you complain of is, that the valuation was made on improvements done by your father?—Yes, quite so.

18,052. Had Mr. Kerr an agent?—No, I am not aware that he has.

18,053. Has he a large estate?—I am not certain of the number of his tenants. I believe he has about 20 perhaps, or thereabouts.

18,054. And he receives the rents himself?—Yes, he does so, I believe.

See 18,201–18,209.

18,055. I have one or two other questions to ask you. Did Mr. Wynn of Rûg refuse to give Brynbrith to Mr. Williams, the son-in-law of the former tenant, a Nonconformist, and let it to a Churchman, who failed subsequently to pay the rent?—I cannot assert that; but there is a rumour among the inhabitants in the neighbourhood that it was refused to Mr. Williams. I cannot say so, but Mr. Williams himself can prove it better than anyone else.

18,056. But that is the impression in the neighbourhood?—Yes, that is the impression.

18,057. Did Mr. Wynn pursue a similar policy with regard to Trewyn?—Well, I have heard so; I cannot be certain of that. I have heard it, and there is a letter written under the agent's hand or the landlord's hand, that Trewin Farm was not to be let to any Nonconformist but only to a Churchman. I have not seen the letter myself, so I cannot be certain; but I have heard that someone has it, and very likely the Commissioners will get it by-and-bye.

18,058. Do you know of many cases where Nonconformists have been succeeded by Churchmen on the Rûg estate?—There are few cases, I believe, where Churchmen have succeeded Nonconformists.

18,059. Are you well acquainted with the Rûg estate, and would you be able to say what has been done?—Yes, as to a part of it, but not the whole of it.

18,060. In the part that you know, what is the proportion of Churchmen to Nonconformists?—Well, I cannot say. That is a question I cannot answer at present and give the exact number of them; but, in general, I believe about a fourth part of the tenants are Churchmen on the estate.

18,061. About one-fourth are Churchmen?—Yes, very likely.

18,062. But could you answer this question; generally speaking, do the sons succeed the fathers on the estate?—Yes, I believe they do on the estate, mostly.

Mr. *Griffiths.*

18,063. Is there much timber on the Rûg estate?—There is.

18,064. And much damage done by carting?—Well, I remember the owner of the Rûg estate cut down timber from the farm where my father lived, and they did a great deal of damage at the time, damaging the hedges and the land as well.

Mr. *Griffiths*—continued.

18,065. Did your father have any compensation?—None at all.

18,066. Are you aware that if a landlord bars himself out of the Agricultural Holdings Act it is void according to the law?—No, I am not.

18,067. I will just read you one portion of it, the 55th section, "Any contract agreement or "covenant made by a tenant by virtue of which "he is deprived of his right to claim compensa- "tion under this Act shall, so far as it deprives "him of such right, be void both in law and "equity"?—The Agricultural Holdings Act is wholly a dead letter in the part I represent.

18,068. But it cannot be a dead letter in that respect?—It is.

18,069. You say that Robert Reece built a house. Was he ever paid anything for that house?—Nothing at all.

18,070. And it cost him 200*l.*?—Yes, it cost him somewhere about that; it must have done by building and improving the land.

18,071. And his father-in-law also built some shedding, did he?—Yes, the outside buildings.

18,072. Can you give the amount of that?—No, I cannot. I did not get it.

18,073. So he sunk all his money on another man's land?—Yes, that is so. He had the slates for the house; but he was obliged to pay a part for the timber for buildings on the estate.

Lord *Kenyon.*

18,074. Did I understand you rightly that your rent has not been altered—that it is the same as your father paid?—Yes, it has been altered.

18,075. Has it been raised?—Yes; but it has been reduced after——

18,076. It has been reduced back again? Yes.

18,077. What I gathered from you was that the valuer valued the farm above the rent that you paid in order that Mr. Robertson might pay a better price for it?—It is very likely that was the object, although I cannot be sure—to get a better market price.

18,078. But although he may have paid rather above its value, he did not increase the rent?—The rent was not raised to the Rûg valuation.

18,079. Was it raised at all?—Yes.

18,080. How much?—9*l.* 10*s.* 0*d.*

18,081. It was raised when he bought it 9*l.* 10*s.* 0*d.*; then, how long afterwards was it reduced?—About ten years after the sale.

18,082. How much was it reduced then?—About 7*l.*

18,083. You have given us a very interesting schedule of prices. Is there much corn grown on your farm; do you grow any wheat?—Yes.

18,084. Do you raise any wheat?—A little.

18,085. For thatching, for straw?—Yes.

18,086. For the straw?—Yes, for our own use.

18,087. And I think you said Mr. Kerr had about 20 tenants?—Yes, somewhere about that.

Lord *Kenyon*—continued.

18,088. Do you think he gets 20 fat geese at Michaelmas?—Well, I know some of the tenants refuse to give one.

Sir *John Llewelyn.*

18,089. Can you point out to me in either of the two agreements put in any attempt to contract out of the Agricultural Holdings Act, 1883?—No, I did not refer to that.

18,090. That is what I wanted to know. You did not mean to refer to the Agricultural Holdings Act, 1883?—No, I did not.

Lord *Kenyon.*

18,091. May I point out that you said in your evidence in chief, "The Agricultural Holdings Acts," in the plural; it should have been the one Act?—Yes.

Chairman.

18,092. A question is sent up by Mr. Vincent: "Are you authorised to speak for the tenants of "Mr. Wynn, of Rûg, or those of Mr. Kerr"?—Well, we had a meeting in our neighbourhood, and I represent the farmers for that part. Some of them are the Rûg estate farmers, some of them are otherwise.

Lord *Kenyon.*

18,093. Would you mind stating whether that was a largely attended meeting?—Well, I daresay there were somewhere about from 20 to 30 tenant farmers.

18,094. Somewhere from 20 to 30 tenants on different estates?—No; 20 to 30 in all.

Chairman.

18,095. Question by Mr. Owen Wynne: "Is "the clause as to supplying a fat goose ever "enforced; is it not obsolete?" Is it not done away with?—No, it is not.

18,096. It is in force now?—It is enforced now, year after year.

18,097. Another question by Mr. Owen Wynne: "Supposing the rent of a farm was "50*l.*, and the tenant had three children working "for him without wages, and the landlord "reduced the rent to 25*l.*; what wages per "week would the tenant then pay to each of "these children?" Can you calculate that; can you give any answer to that?—Well, that depends upon the nature of the man, and what kind of a generous farmer he would be, to pay his sons wages and salaries.

18,097A. Question by Mr. Llewelyn Jones: "How long is it since Mr. Kerr has been in the "habit of supplying his tenants with copies of "their agreements"?—Well, I know there are

Chairman—continued.

some farmers, some of his tenants, who have not got copies of their agreements. I do not know whether they have asked for copies or not, but I know there are some who have not got them.

18,098. But they have signed the agreements?—Yes.

Chairman—continued.

18,099. Another question handed in by Mr. Llewelyn Jones: "What is the opinion of the "tenantry in your district as to the value of the "Agricultural Holdings Act, 1883"?—Well, if I am to speak of that, I believe that most tenants know nothing about the Act; not one out of fifty knows anything about it.

The witness withdrew.

Mr. WILLIAM JOHN KERR recalled and further examined.

Witness.

be 18,047.

18,100. I am the son of Mr. Kerr, of Maesmor. My father is not present here to-day; I wish he was. With regard to the two clauses which the man who has just gone complains of, first with regard to keeping a dog. To my knowledge, I believe I can safely say that no tenant has been asked to keep a dog on the Maesmor estate since my father has possessed it.

Professor *Rhŷs.*

18,100A. How long ago would that be?—We may say 30 years, I think. With regard to the other clause, which I believe existed in many of the old Welsh agreements (and which has evidently not been removed although, I admit, I thought it was) it has long since become obsolete, and has never been enforced for many years.

Chairman.

18,101. Are those the two things you wish to speak about?—Yes. That clause has not been enforced for many years. A good many fat geese do find their way to Maesmor at Christmas time, I believe, but they are free gifts of the tenants, and many do not give a goose at all.

Professor *Rhŷs.*

18,102. And they are probably better geese—fatter—than if they had been sent under the agreement?—I believe so.

Mr. *Richard Jones.*

18,103. Are you in a position to say that tenants do not feel this burden, but continue sending the geese for fear of giving offence to their landlord?—No; I believe that every goose that goes to Maesmor is given of the goodwill of the tenant, and many do not send at all. Those who do not wish to send one do not do so. I believe I am right in saying that they are never asked to send one now; they might have been in former years, but it has not been done for some few years back. I was quite unprepared for the question arising, but I believe I am right in saying that.

Mr. *Richard Jones*—continued.

Lord *Kenyon.*

18,104. You look upon it as an expression of good feeling by the tenant towards his landlord?—That is the way we look upon it. I have heard my father say so.

18,105. And in the same way, I suppose, your father gives them game occasionally?—Yes, he does; he gives them game and rabbits very often.

Professor *Rhŷs.*

10,106. Then are we to conclude that the people who do not send the geese do not entertain the best feeling towards their landlord?—No; probably they cannot have geese. My own idea is—I cannot say for certain, but I think it is extremely likely—that some of his farmers have geese, and others have not. If they have a fat goose they very likely send one. Those also who have not a fat goose, probably do not send one. I do not know, but I think that is extremely likely.

Chairman.

18,107. Another question by Mr. Llewelyn Jones is: "Are geese sent on other estates?"—That I cannot answer.

18,108. You have no knowledge of that?—I have no knowledge that they are.

Sir *John Llewelyn.*

I may tell Mr. Jones that it was the custom on my own estate, and I struck it out many years ago, but the geese still come.

Witness.

I will go so far as to say that I do think that it is a clause which I should strike out myself.

The witness withdrew.

Adjourned for a short time.

Mr. W. T. Rowlands called and examined.

Chairman.

18,109. You are a farmer?—Yes, living at Tan-y-coed, Maerdy, Corwen.

18,110. And a small freeholder?—Yes.

18,111. What is your evidence chiefly in respect of?—Small freeholders, common land and district roads in the district of Penllyn.

18,112. Who is your landlord?—Myself.

18,113. You only farm your own land?—Yes, only my own farm.

18,114. Only your own land?—Only my own land.

18,115. Will you read us what you have to say?—"There is a considerable amount of mountain unenclosed land in this district, which is nearly all sheep runs, the rights of which are vested in the adjoining holdings or those in the same townships. The owners of these holdings have an exclusive right to the pasture on their sheep walks, which are defined by metes and bounds, derived by custom from the olden times. When a holding is sold the right to the sheep walk belonging to it also goes with it, the same right again is taken into consideration when the farm is rented, as being pasturage belonging to the farm. The Crown claims the minerals and the game over it, with all manorial rights, and usually lets the game on a lease to some one party.

"There is a continual contention between the farmers with regard to this land. It is overstocked with sheep, many turning more sheep upon it than their sheep walk will hold. They consequently oppress their weaker neighbour's pasture, and this leads to disputes as to the boundaries, some tenant farmers in this way acquiring more land for their landlord and in some instances at the expense of the small freeholder. Even between tenants belonging to the same estate there are often quarrels about their sheepwalks. All this is very detrimental to the general condition of sheep farming, through over stocking and constant disturbance to the sheep.

"*Cultivation.*—Labourers are very scarce, and experienced ones are hardly to be had at all; we are obliged to do with very young men. There are instances of many acres of land of the best soil lying waste for the want of drainage as it lies between more than one owner. Those who are anxious to reclaim it cannot do so without the joint action of the others.

"Facilities for the carriage and disposal of agricultural produce. Most of the small tenant farmers and small freeholders are at a great disadvantage owing to the want of proper highways. They have to use roads which were originally constructed as mule and bullock tracks centuries ago, and which are narrow and steep. This means much discomfort and expense to farmers who live near them, while they pay highway rates the same as those that have good roads and live by the main roads.

Chairman—continued.

"General condition of the farming population:—

"*Proprietor farmers.*—There are a few who have inherited their holdings from their ancestors but not many. Their number has decreased by their being absorbed in the large estates. There are tenant farmers who bought either their own or other holdings for their own occupation, and all those I know of, have done so from the fear of losing their homes. This took place about 40 years ago and one instance about 10 years ago, and in all these the purchase-money was excessive. They borrowed nearly the whole of the money on mortgage from their friends at 4 per cent. interest, and they never have been able to pay it off, because they bought it too dear for fear of losing their homes, and their present situation is as bad as that of tenant farmers. These holdings are of high and inferior land, as for example: (A.) 44 acres bought from Sir Watkin about 40 years ago for 700*l.*; present mortgage 600*l.*; annual interest 24*l.*; previous rent 22*l.* (B.) 31 acres bought from Sir Watkin at the same time as the others for 650*l.*; present mortgage 400*l.* at 4 per cent. (C) Bought from Sir Watkin at the same time as above for 1,000*l.*; present mortgage 700*l.*; previous rent 34*l.* (D.) 44 acres bought from Mr. Price, Rhiwlas, about 10 years ago for 1,000*l.*; present mortgage 900*l.*; previous rent 30*l.* I can give the names if required.

"*General.*—The remedies I suggest for improving the profits from land are:—Legislation to encourage and aid peasant proprietors and for facilitating the transfer of land; an arrangement for the owners of holdings to buy the Crown rights in their sheep walks and a compulsory allotment and enclosure of them; compulsory acquisition of land for widening or constructing new highways when a majority of a neighbourhood requires it; a change in the law so that one owner cannot frustrate another from having his land drained. A better administration of the highways, especially the district ones which are the only communication between the upland districts to the main roads; an inspection over them by the county authority so as to compel the local authority when they neglect constructing new roads should they be required. With regard to many of the present old roads it is simply waste of money to repair them, and it would be more economical to make new ones; also the proper maintenance of all roads to an efficient standard according to law. I also believe, as the majority of farmers I know do, that a land court or some arbitration tribunal is the only remedy for most of the present complaints; and to bring a better understanding between all concerned. It would be even better for landlords. Also a Government loan at a

Chairman—continued.

reasonable interest to tenant farmers to buy their own farms, and to also aid those I have already mentioned as having bought their farms too dear from fear of losing their homes. I also feel that the tithes should go to relieve the rates, as it is at present only used to keep a certain class in luxury at the expense of the agricultural community."

Lord *Kenyon.*

18,116. I understood you to say that the disputes as to the sheep gave great trouble. You say there is continual contention between the farmers with regard to this land. It is overstocked with sheep, many turning more sheep upon it than their sheep walks will hold. What remedy do you suggest for that?—The enclosure of it.

18,117. Then you are in favour of enclosing?—I am in favour of enclosing, and that the freeholders should buy the Crown rights in it.

18,118. I do not know whether you heard Mr. Thomas E. Ellis' evidence yesterday?—I read it in the paper. I heard some of it.

18,119. I asked Mr. Ellis whether he knew of cases where a wire fence had been put up, and he said he was not in favour of it. He thought that although it might be an advantage it was not a right thing to do. It was "against "the Celtic tenure of land;" that, I think, was his expression. You would not be of the same opinion?—My opinion is that the present state with regard to mountain land is very unsatisfactory. I agree with Mr. Ellis in his object to protect the rights of the community; and I believe the same as Mr. Griffiths yesterday stated, that three parties have an interest in it; the lord of the manor (on the place where I refer to, the Crown is lord of the manor); the commoners, who I understand under the present law are the freeholders; and the community, whom, I understand, the Woods and Forests Office represent. As it is now, neither of those parties get their rights.

See 6,950–6,954.

18,120. What I want to get from you is what remedy you propose as to the dispute that occurred between farmers about their sheep. We know that some farmers, if he thinks he can do it, will turn a great many, too many, sheep on, and then his neighbour objects. You think a fence would be a good thing?—Yes, in my opinion.

Lord *Kenyon.*

I only wanted to get your opinion. I asked the same question of Mr. Ellis, and he said, No. Therefore, apparently, you differ there; but, of course, you have a right to your opinion. You say, "Even between tenants belonging to the "same estate there are often quarrels about "their sheep walk."—I am quite aware of that—"and all this is very detrimental to the "general condition of sheep farming."

Mr. *Griffiths.*

18,121. Will you give us the date when the tenants were induced to buy their farms?—No I cannot give the dates; only it was about 40 years ago.

18,122. What induced them to do so?—Well, they had no other place to go to, and these farms were their old homes, and they were obliged to buy them by auction, or else to be without anywhere to live.

18,123. Have you yourself any right to this mountain land?—I have a right of pasture on my sheep walk as a commoner—a freeholder—an exclusive right.

18,124. You have not been deprived of that right?—No; some have tried to deprive me, by pushing their sheep on my sheep walk, and thus hoping to claim it in time, but they have not succeeded.

18,125. Do you consider that there is a very heavy expense attached to the transfer of land at present?—Yes, I do.

18,126. You want a simpler and cheaper way?—Yes.

18,127. You complain of your roads?—Yes, I do.

18,128. What in the £ do you pay for rates?—Highway rates 2*d.* in the £.

18,129. And how much is the poor-rate?—5*d.* in the £.

18,130. Are they lower or higher than they used to be?—I believe they are a bit lower than they have been a few years ago, taking them altogether.

18,131. All parishes are not alike. The last witness we had here paid 3*s.* 2*d.* in the £?—Yes, I know that all the parishes are not alike.

18,132. What makes the difference—perhaps you cannot answer that question. Who are the landlords of this district where you say there is much draining needed?—There are two or three owning different farms.

18,133. Are you speaking of mountain land, or of the land enclosed on the farm that wants draining?—The land on the farm. The best soil on the farm is covered by the stagnant water of the stream, and it is impossible for one farmer to drain it without the others joining to open the stream that runs between them.

18,134. And there is no draining done at present?—No, we cannot possibly do it. I have made a great deal of improvement upon my farm, but I cannot reclaim that part of it (which covers a good many acres) without the other owners joining so as to cut a place for a stream to run out.

Mr. *Richard Jones.*

18,135. Did you say that mountain land had been allotted to each farm?—No, I did not say that. I myself desire it to be so.

Mr. *Richard Jones*—continued.

18,136. How is it managed now. Does a farmer send a number of sheep to the mountain in accordance with the size of his farm?—No, they have boundaries to the sheep walks, which I suppose have been brought about from olden time. At any rate, they are adhered to now, and they are supposed not to turn more than their sheep walk will hold within those boundaries, but many do send more than their boundaries will hold.

18,137. Are the boundaries well defined?—Only by metes and bounds; there is no boundary ever made, only what is natural there.

18,138. What are the relations between the different farmers; are they good or bad?—Well, they are very often bad, as I said, owing to differences between them with regard to the sheep: one pushes upon the other, and this goes on all the year round.

18,139. Do you think that if it was so arranged that one shepherd could look after the sheep on several farms that it would be satisfactory?—But the farmers could not agree themselves what work that shepherd should do, because one would require him to do something for his own benefit to the detriment of another.

18,140. You think that system would not answer then?—Well, under the present circumstances, as I know them, it could not answer. Of course, if they agreed to what was just in itself, it could answer very well.

18,141. If they could agree?—Yes.

18,142. What is the consequence as far as the sheep are concerned of this continual chasing of the sheep?—Well, they are very much poorer bred and smaller sheep. They would be far better, and pay much more to the farmers, if they all had their sheep walks enclosed, and in my opinion that is the only remedy for them to have peace with them.

18,143. The sheep get anything but a peaceful life?—Yes.

Mr. *Richard Jones*—continued.

18,144. I suppose the county council manage the main roads, do they not?—They do.

18,145. Since the passing of the Local Government Act, have not the district roads improved?—Not much in this district. They never make permanent improvements, of course, they keep them in the same repair as they were 100 years ago. I mean the way of treating them is to keep them as they were before.

18,146. Not to improve them?—Not any permanent improvement.

18,147. Every parish has the privilege of sending representatives to the Highway Board?—Yes, that is quite true.

18,148. Then you have your remedy to a certain extent in your own hands, have you not?—To a certain extent, but we cannot get it: at any rate, we have not had it. Most of those on the Highway Board do not take an interest in many of the district roads, because, I suppose, they have never occasion to use them themselves.

18,149. But they are only supposed to look after the district roads?—Yes, they are supposed to look after them.

Mr. *Grove.*

18,150. I suppose that the general depression in agriculture would prevent them from spending much money on the roads, would it not?—I do not think exactly that. I think the least they could do is to repair them pretty evenly between one district and another. The rate is only twopence in the pound. I do not think it is very heavy at all.

18,151. The county council have only taken over a certain part of the roads I suppose?—Only the main roads.

18,152. Are those better than they used to be, or about the same?—I believe if anything they are better.

The witness withdrew.

Mr. Thomas Owen called and examined through an Interpreter.

Chairman.

18,153. This is your evidence taken before Professor Rhŷs this morning and it is correct?—Yes.

The following statement of the witness was read:—

"Evidence of Mr. Thomas Owen, Cwm Isa, Cynwyd.

"I am a tenant farmer, residing at Cwm Isa, Cynwyd, on the Palé estate. I have been nine years at Cwm Isa. I was at Tyddyn du, Cwm ganllafar, Llanycil, Bala, before I went there. I

Chairman—continued.

took a farm of 70 or 80 acres in January 1873, from Humphrey Jones, Tyddyn du (the then landlord), and I bought the stock at a valuation. The terms of the tenancy were to be:—15 years lease, rent 54*l.*, and the landlord to build a cow-house at Ty llwyd. Six weeks afterwards Mr. Humphrey Jones sold the farm. The lease was accordingly not signed. Mr. Robert Evans, the purchaser, relet the farm to me for 52*l.* as an annual tenant. The state of the farm was very bad, the walls were also in a very bad state, and there were only three gates on the farm. The

Chairman—continued.

character of the farm may be judged from the fact that two tenants, at least, had failed there before I entered. While I was there I made several improvements, among them being the following:—

"(*a.*) I drained a portion of the land, buying the pipes and doing all the labour myself.

"(*b.*) I pulled down several walls and planted hedges instead of them.

"In seven years after I took the farm, my landlord removed from a large farm to a smaller one. I was afraid, as he had a large family, to make any further improvements, as I thought he would want the place himself. He reassured me, however, in that respect, saying that he would never wish me to leave. In 1882 Mr. R. Evans, my landlord, told a brother of mine that he wished to have the farm. He wished me to give up the land without proper notice, and I refused. On the 24th March 1883 he served me with a notice to quit, and I left a year afterwards I received no compensation from him for the improvements I had made. For several years he occupied the farm himself, and then sold it, receiving from 300*l.* to 600*l.* more than he paid for it."

Sir *John Llewelyn.*

18,154. When was it he sold the farm?—Two or three years after I left.

18,155. Did you leave in 1883?—I left 10 years ago.

18,156. Where you paying the same rent, 52*l.* up to the time you left?—Yes.

18,157. So the complaint was that you were turned out of the farm without due compensation?—It was worth as much again when I left it as when I had it first. If I may be allowed, I have three facts to state with regard to the place. I sowed 2 acres of grazing land the first year, and I had 15 hobbets of oats from it. I tilled it well afterwards, and I turned it into grazing land again. I had 45 hobbets of oats from it.

Professor *Rhŷs.*

18,158. Was this grazing land after it had been ploughed again?—Yes. As to another field, for the first two years I managed to carry all the hay on three loads each year. From that time onwards I did not get less than from eight to ten loads from it. As to a mountain field, of which they told me, I would only have weeds on it; I put from 4*l.* to 5*l.* worth of pipes in it. I cut the ditches or drains myself, and I limed it, and I had 65 hobbets of corn from it.

Mr. *Richard Jones.*

18,159. Was Mr. Robert Evans your landlord at this time?—Yes.

Mr. *Richard Jones*—continued.

18,160. Had you any agreement with him?—No, I had not, and that was a good thing for me by the time I had to leave.

18,161. Is Mr. Robert Evans a large landowner or not?—No, he has only a few holdings.

18,162. I do not understand in what way you think you would have been worse off if there had been an agreement. It would have been better, would it not?—He wished me to leave before the proper time, and I held it 12 months longer than he intended I should.

18,163. You declined to give it up then?—Yes.

18,164. But many agreements will allow for the improvements, will they not?—I sent a man to meet him to ask for compensation, and he refused to make any agreement with me. That man is here, close by, if he is wanted.

18,165. You say you applied for compensation?—I sent a man to meet him, saying, that I would go away if I had something for going.

18,166. What was the answer to that?—He wanted nothing but the land.

18,167. You got no compensation?—Not at all, only what I did through ploughing a little and getting more corn.

18,168. Then you did get some compensation, but not for the improvements. Is that it?—I had nothing except what I was able to plough and make on the sale.

Professor *Rhŷs.*

18,169. I only want to understand particularly whether this was before the Agricultural Holdings Act had come into force?—I do not remember that; I cannot recollect the year.

18,170. Did you not consider that at the time?—I had the right to hold it for another twelvemonths at any rate.

18,171. But you would have a right to something more than that under the Agricultural Holdings Act, would you not?—I do not care to bother with law at all—with litigation—because he who gains is only a loser.

18,172. Do you mean litigation, or do you mean that particular Act?—The lawyers can turn it just as they like. I am not fit to meet my landlord; he made me pay 9*l.* and I had not a penny back.

18,173. 9*l.* for what?—He put me in Court for 5*l.* which he had had a long time ago, and the solicitors took 4*l.* more.

Mr. *Grove.*

18,174. What amount do you consider you spent in improvements on that farm?—I had not a halfpenny of wages there for the first five years at any rate. I had been working at the hay until 2 o'clock in the morning, because I could not afford to give wages for it.

18,175. But when the farm was sold, you say it fetched a very much larger price because of the

Mr. *Grove*—continued.

improvements you put there?—I have already proved that the farm was worth as much again—double its original value.

Professor *Rhŷs.*

18,176. Then a considerable portion of the 300*l.* that he gained on it, you consider to be due to your improvements?—I do not say that; but I must say that either he bought it too dear, or else sold it too cheap.

Mr. *Griffiths.*

18,177. What was the rent of the farm when you were forced to leave?—2*l.* less than I paid Humphrey Jones. Instead of building on the farm, Humphrey Jones would not sign the lease.

18,178. What was the sum paid for the farm?—I cannot say. I am told it was sold for 2,100*l.* I cannot be sure.

18,179. I want to know what was the farm sold for when you were forced to leave?—2,100*l.*, and about 40*l.* more of land had been added to it since the time I went there first.

18,180. By reclaiming land, or what?—No. This land belonged to another farm from the 12th May to the 12th August.

Mr. *Griffiths*—continued.

18,181. Then you consider that your landlord benefited a good many hundred pounds by selling the farm?—Yes; and he had several good crops for two or three years after I left as well.

18,182. Did you not get some profit?—I got no compensation; he prosecuted me.

Lord *Kenyon.*

18,183. What did he prosecute you for?—For this 5*l.*

18,184. What was the 5*l.* for?—He said that he had paid 5*l.* for me, and that I kept it in my pocket, but I never had it.

18,185. But you had to pay?—Oh, I paid 9*l.* altogether.

18,186. 9*l.* with costs?—Yes.

Chairman.

18,187. I have a question by Mr. Vincent: "You stated, I think, that Mr. R. Evans is not a "large landowner?"—No.

18,188. Where does he live?—At Argoed.

18,189. "What is his religion?"—I do not know. He is often in the public-house.

The witness withdrew.

Mr. EDWARD DAVIES called and examined through an interpreter.

Chairman.

18,190. This is your evidence taken before Professor Rhŷs this morning, and it is correct?—As far as I know, it is.

The following statement of the witness was read:—

"Evidence of Mr. Edward Davies, of Bodynlliw, Bettws, G. G.

"I am a tenant farmer, and occupy the farms of Bodynlliw, Bettws, G. G., Pencraig Fawr on Lord Bagot's estate. The land I farm covers about 500 acres, and the total rent is 250*l.*

"I propose to give evidence chiefly with reference to Bettws Gwerfil Goch Parish, and also with reference to the parishes of Corwen Gyddelwern, and Llanfihangel Glyn myfyr. I desire to be examined on the following points:—

"1. Increase in rents.

"2. Fall in the price of stock.

"3. Consequent failure of farmers, with the result that their families have become chargeable to the parish.

"4. The way outgoing tenants are treated, by being denied full compensation for improvements, and by being prevented from selling the crop at its full market value.

"5. Change in the nature of the agriculture pursued.

Chairman—continued.

"*Occupation*:—

"1. *Term of Tenancy.*

"The usual date of entry in the district is the 25th of March for the land. Farms are let from year to year, there being no demand for leases, as the rents reserved are too high and the conditions demanded intolerable. Changes in tenancy have been more frequent of late years, and this is no doubt due to the high rents. When owners resume the occupation of a field or plot out of a holding for the sake of building or planting, they seldom serve their tenants with proper notice or grant them compensation.

"2. *Agreements and Leases.*

"In many cases tenants do not receive a copy of the agreement.

"3. *Rent.*

"I. *Amount.*—Rent is usually fixed at a gross sum, the farm being let for the highest sum which it will fetch. The rents of land of similar qualities are not uniform, smaller farmers being rented at a higher sum per acre than the larger farmers. The rent of farms averages from 7*s.* 6*d.* to 40*s.* per acre.

"II. *How fixed.*—The rent is generally fixed by proposal followed by private treaty, holdings being practically let the highest bidder, with the

Chairman—continued.

result that rents are too high, and that frequently tenants with insufficient capital are accepted.

"III. *How varied.*—Rents have generally been raised during the last 50 years. Permanent reductions have been very few, but temporary abatements have been made in some estates varying from 10 to 15 per cent. In the case of an increase in rents the change has been made as the result of a revaluation by the landlord's valuer.

"IV. *Its payment.*—Rent is usually paid two or three months after it falls due. The effect of the preferential claim for rent is that it spoils the credit of the tenant.

"4. *Rates.*

"Local rates have increased during the last few years, and the increase has to be paid by the tenants.

"5. *Size of farms.*

"Farms in the district vary from 10 acres to 300 acres. Many holdings have been consolidated at different times within the last 20 to 30 years. The consolidation was generally effected with a view to save the cost of repairing Upland farms have been mostly consolidated. The effect of consolidation upon production has been to lessen it, and as large farms can utilise more machinery, it has resulted in the employment of less labour. The rent of the consolidated farms has been much the same in good times as the aggregate rent of the several holdings, but in bad times it is, no doubt, less. In my immediate district 24 farms have been converted into 11 farms, and 20 labourers' cottages have been pulled down. Large farms have better machinery than small farms, but in times of depression the occupiers of small holdings are often better off, though unable to provide for their families.

"*Cultivation.*

"There is a great scarcity of labourers. Fences, ditches, &c. used formerly to be properly attended to, but now tenants cannot afford to attend to them. There is much land insufficiently cultivated, and this is due to the high rents. At one time hundreds of acres were reclaimed by tenants, but very little has been done within the last 25 years. All wheat growing has been given up, but there has been a large increase of root crops."

Lord *Kenyon.*

18,191. With regard to the preferential claim for rent, you said it would destroy the farmers' credit, but we heard that in Bala they owed great sums to the tradesmen. Do you think they ought to owe more?—The creditors lose through their giving credit to the farmers, inasmuch as the landlord takes the preferential claim.

18,192. I take it that if they owe a lot of money they have credit?—Yes, to some degree, but the fact that they have lost money on one farm prohibits other farmers from receiving credit.

Mr. *Griffiths.*

18,193. What is the system of letting farms that is in use on the estates you speak of?—To the highest bidder, generally.

18,194. One man is asked to go over the farm and say what they will give?—Oftentimes more than one man walks over the farm.

18,195. And each of them makes an offer?—Yes, that is often the case.

18,196. Are there sufficient cottages for farm labourers?—They have almost all been taken down, with the exception of those which are found in villages.

18,197. Why should that be so?—I cannot say, beyond that they have been allowed to go into a bad state to avoid building.

18,198. Then you think it is the fault of the landlord that he does not build cottages?—Under many circumstances.

18,199. Do you think that if each of the labourers kept a cow or two they could better pay rents?—Yes, I say so emphatically. I will give you instances. One of my farms is near and the other is far from the village; and consequently I am obliged to pay a shilling or two more in one farm than in the other for work.

18,200. Is that because the rent is higher in the town or villages?—It is inconvenient for labourers to come to one of the farms, a distance of over 2 miles.

Mr. *Richard Jones.*

See 18,055–18,057.

18,201. Do you know anything about the Rûg estate?—A little.

18,202. Do you know of a farm called Bryn brith?—I do.

18,203. What is the name of the present tenant?—William Hughes.

18,204. What is he, a Nonconformist or a Churchman?—A Nonconformist, I think. He used to go to church at first when he first went to the farm.

18,205. What was the former tenant?—A Churchman.

18,206. Do you know anything about Trewynbach?—Yes, and I know of Trewynfawr.

18,207. What is the name of the present tenant?—I am not sure. Evan Davies is the name of the tenant at Trewynfawr.

18,208. Do you know anything about the tenant at Trewynbach?—His surname is Hughes; the same family has been there for many years.

18,209. What do you say was the name of the tenant at Trewynfawr?—Evan Davies.

18,210. Is he a Churchman or a Nonconformist?—A Churchman.

18,211. What was the former tenant?—A Nonconformist.

18,212. Do you know whether the farm was refused to any Nonconformist applicants in favour of Churchmen?—That is the general idea throughout the country, but I have no fact to prove it.

Mr. *Grove.*

18,213. You stated in your evidence that a good many farmers have failed, and the families

Mr. *Grove*—continued.

have become chargeable to the parish; what proof have you got of that?—I have a list of them, those within an area of 3 square miles.

18,214. What does this list show—that the present paupers in the union have gone there because farming has been bad?—I do not understand that question.

18,215. Will you explain what your list is?—These have become chargeable on the parish. There are 19 families, and all those have become chargeable within my memory.

18,216. What were they, tenant farmers or labourers?—All of these were farmers.

18,217. Will you read off your list?—John Evans and wife, of Fottyfoel. The valuation in the rate-book of that farm is 32*l.*

18,218. Simply give us the names, not the rateable values?—Robert Rowland and wife, Fottyfoel; David Davies and wife, Tyddyn-attwg; Robert Davies, wife, and children, Bryn-goleu; John Jones, Tynewydd; Robert Davies, Tyddynbach; Jane Jones, Tyn-y-llechwedd; Thomas Roberts and wife, Pen y-bryniau (43*l.* rateable value); Jane Petters, White Horse; Robert Roberts and wife, Pant-y-mel; Robert Roberts and wife, Rhyd-y-galed; the family of David Roberts, his mother, wife, and his children, Bryn halen; Harry Thomas, Pant-y-fallen; Cathrin Roberts and children, Hand; Mary Williams, son William and daughter Mary, Nant-y-geurud; William Edwards and wife, Cefn roft; Mary Jones, Bryngaseg; Anne Hughes, Cabal hir; Robert Roberts, his wife and children, Bryn mawndy.

18,219. To the best of your belief those people have had parish help because the farming has failed them?—With the exception of two or three who drank. Five families have cost the parish 300*l.* within five years.

Professor *Rhŷs.*

18,220. Can you tell us why the local rates have gone up lately in your parish?—There are two or three reasons, I should say.

18,221. What are they?—The wages of the officers have risen considerably; farmers have failed and become chargeable to the parish, as you see by that list; all the costs incurred with regard to the roads and the county have increased very much.

18,222. Why is that?—When I first remember there were no policemen; there is a staff of men now, chargeable on the county.

18,223. Why are they wanted now in such numbers?—I do not know, if it is not because there are no offences in Merionethshire.

18,224. What do they find, then, to employ their time?—That is more than I can say.

18,225. You farm on rather a larger scale than most of your neighbours?—Yes, more than some of them.

18,226. How many servants are there on the farm?—Six servants who are hired for the year and live in the house, one maidservant, and two weekly labourers.

Professor *Rhŷs*—continued.

18,227. Where do the labourers live?—One lives on a farm which he bought and enclosed from the mountain.

18,228. Who bought it?—The man who works with me.

18,229. Where do the servant-men sleep?—In a loft in the house.

18,230. In your own house?—Yes, in the two houses.

18,231. Not in a loft of the stables or some outhouse?—No.

18,232. And you have control over their movements?—We are very comfortable together.

18,233. Is it the ordinary custom in your neighbourhood that they sleep in the house?—It is more general than it has been.

18,234. And you think that more satisfactory?—It is very difficult to do in one farm, as it is far from all conveniences.

18,234*a.* You mean by that, that the servants are divided between two farms; is that it?—I mean they are very late coming home. When they go to a shop or to the village, they are very late coming home.

18,235. This is in reference to the accommodation of two farmhouses, I suppose?—The two farms are distinct from each other, the children in one and I in the other.

18,236. Let me understand. Do the six servants sleep in one of them, or are they divided between the two farms?—There are four servants in one and two in the other.

18,237. Do the four all sleep in the house which is occupied by yourself?—Yes, and two in the house where my children are.

18,238. You said just now that some of the tenants about you do not receive their agreements?—Yes.

18,239. Do they sign them?—Yes.

18,240. Why do they not have them?—I cannot say, because they do not get them.

18,241. Do they ask for them?—I myself asked for it, and I am without it still. See evidence of next witness.

18,242. What did the landlord or the agent say?—He promised it to me at first within a week; I asked for it again at the first payment of the rent.

18,243. What then?—I never received it.

18,244. What did he say?—He said that it would be sent shortly; he had promised it before paying the rent.

18,245. Do you know what is in your agreement?—I only saw it once, but I know what I refused to sign, because it did not please me.

18,246. I do not understand that. Did you sign the agreement or not?—Yes, I did, after the agent had written an amendment to it.

18,247. Do you think your neighbours know what is in their agreements?—No; only about one out of every ten.

Professor *Rhŷs*—continued.

18,248. And do you know whether amendments were made in those agreements?—I should rather fancy that not one of them applied for an amendment, because they did not understand what it contained.

18,249. I suppose I need not ask whether you have a Welsh copy of your agreement?—I never saw one.

18,250. Who is your landlord?—I have four or five.

18,251. How many agreements have you then?—Two.

18,252. From whom should you get those agreements?—One from David Jones of Bodynlliw.

18,253. What is he; is he the landlord or the agent?—He has been buried; he was the landlord, when I took the place.

18,254. Who represents him at the present time?—Three families of children.

18,255. From whom ought you to get the other agreement?—From Lord Bagot.

18,256. Who is the agent?—Mr. Neighbour and Mr. Evans.

18,257. How long ago is it since you asked for your agreement from them?—About 15 months ago.

Sir *John Llewelyn.*

18,258. When you complain of the farms being consolidated, you hold more than one?—The children are in one, and I married again, and my wife and I went to the other farm when we were married.

18,259. Are there more than two farms?—I found them as two farms, but they were let as five farms many years ago.

18,260. Are there more than four different properties?—No, only there are three parties in one property.

18,261. Then are there two properties?—There are two properties, and two others from whom I take a portion of the mountain.

18,262. Are there any more than two farmsteads?—No, not now.

18,263. Were there before?—Yes; there was another farm or two when I first recollect.

18,264. Have the houses fallen down?—Yes, altogether.

Sir *John Llewelyn*—continued.

18,265. In answer to No. 3, with reference to the question of the amount of rent, you say, "The rents of land of similar qualities are not "uniform, smaller farmers being rented at a "higher sum per acre than the larger farmers." Is not that in consequence of greater outlay for buildings?—Yes, that is the reason; and there are more applicants for it.

18,266. Then in your opinion who are the best off, the large or the small farmers?—Small farms are able to bear the hardships for a time better, but they are unable to provide for their families, and they become chargeable to the parish.

18,267. The smaller farms?—The smaller farms.

18,268. That does not quite agree with what you said before, that they were the best off?—They are able to hold out longer when the times are bad.

18,269. Do you know of any farmer who has failed—become a pauper—who paid a heavy rent?—Yes, I know of a large farmer.

18,270. 32*l.* was the largest rent of those you mentioned. What is the instance?—A former tenant left a farm, the rent of which was 50*l.*; it was let to this man at—I am not quite sure to a pound—from 70*l.* to 75*l.*

18,271. Is the former tenant now a pauper?—No, the second tenant—the 70*l.* to 75*l.* tenant.

18,272. Was his name on that list?—Yes; he remained for six years before becoming chargeable to the parish.

18,273. Then I was wrong in taking it that 32*l.* was the largest rent on the list?—That is the rateable value; the rents were higher.

18,274. That was the case. I heard you read out that the rateable value was 32*l.*?—Yes.

18,275. Then I took it down rightly?—No, the rateable value of that farm is 43*l.*; the man paid a rent of 70*l.* to 75*l.*

Chairman.

18,276. There is one question by Mr. Llewelyn Jones: "On what estate was it that you were "refused a copy of your agreement?"—I have said before, on Lord Bagot's estate.

The witness withdrew.

Mr. Oliver Evans called and examined.

Chairman.

18,277. You are agent to Lord Bagot?—I am.

18,278. What is the size of his Lordship's estate?—Nearly 20,000 acres.

18,279. Do you wish to say anything on the subject of the last witness's evidence?—Yes, my Lord.

18,280. What is it?—Mr. Davies had the agreement twice in his hand. When I let the farm to him he read the agreement, and signed it, then I had to send it to his Lordship for his signature, his Lordship was not at home, or something, and I did not get it for a long time. The agreement came, and Mr. Davies called for it, and he read the clause himself. After that, when I got it into my hand I wrote the copy, and I have a copy, which I am sorry to say is at home; he shall have it any day. He read it twice; he read it when he signed it, and he read it afterwards when he was paying the first half-year's rent himself.

Chairman—continued.

Chairman—continued.

18,281. Then what do you wish to say?—He said he had only seen the agreement once.

18,282. He said he had not got it?—He said he had only seen it once.

18,283. He never said that. He said he had not got it; has he got it?—No, I have got it at home for him now. He shall have it any day, and I will send it by post to him.

18,284. I quite understand; he has not got it, but he shall have it?—I understood him to say he had only seen it once.

18,285. He says that he was refused it?—No, he is not refused it at all. I had not the agreement back to make the copy after his Lordship's signature.

18,286. He was unable to get it, in fact?—No, he will get it now any day.

18,287. Up to now he has been unable to get it?—Yes.

Mr. *Grove.*

18,288. Do you usually supply tenants with a copy of the agreement when it is signed?—Yes.

Mr. *Grove*—continued.

18,289. In Welsh or in English, as the case may be?—No, in English.

18,290. Have you no copies printed for the Welsh tenants?—We have no copy in Welsh, but I always read the agreement over in Welsh before they sign it, and besides that, we have lots of tenants without agreements at all.

18,291. But do you not think, for the sake of the Welsh farmer, it would be better to have them printed in Welsh as well as English?—Well, I do not know; I always translate it to them—every one of them—all the clauses.

Professor *Rhŷs.*

18,292. You incur the responsibility there personally; if you had a Welsh translation which was corrected with the original, then you would be free?—We have no objection to get it translated and printed, and let them have it—no objection whatever.

Chairman.

18,293. This question is handed in by Mr. Llewellyn Jones: "How long have you had the "copy at home?"—I have had it now, I suppose, for two months.

The witness withdrew.

At this point Lord Kenyon took the chair.

Mr. John Williams called and examined.

Lord *Kenyon.*

18,294. You wish to make a statement?—I do, my Lord.

See 7181, 7430–7517.

18,295. As to whose evidence?—Mr. Thomas Jones, of Llanuwchllyn. In his evidence before the Commissioners on the 12th September he stated that I had taken advantage of my position as agent to secure to myself a sum of money for letting Mr. Evan Jones into the tenancy of Rhydybod, which allegation I then contradicted from memory, imperfectly, I fear, from what appears in the newspaper reports. I now, after looking through my memoranda of that time, wish to present a statement with a short account of the transaction, and to deny most emphatically and most positively that any sum of money was secured to me by Mr. Evan Jones, either alone or jointly as consideration of the tenancy of Rhydybod. I further beg leave to state emphatically that I have never received pecuniary or other consideration from any person in respect of a tenancy upon any estate with which I have been connected.

18,296. This is the passage: "Was it on "Sir Watkin's estate that the agent received "money for accepting a tenant? If so, will the "witness name a case?—Yes, Evan Jones, of "Rhydybod." Is that it?—Yes.

18,297. Then you say that you received no money?—Yes, I deny that any sum of money was secured to me by Evan Jones, either alone or jointly in consideration of the tenancy of Rhydybod.

See 7163.

18,298. This is another statement: "Do you "know of cases where agents have been using "their position to serve their own personal "ends?—(*A.*) No; there may be cases. "(*Q.*) Do you know of cases?—(*A.*) I remember "once when a tenant died, and he was indebted "to the agent, and the son applied for the place, "and he had it on terms. (*Q.*) In what was he "indebted? Was he indebted to the agent per-"sonally, or to the landlord?—(*A.*) To the "agent personally." Do you deny that?—It was not a case of death.

Lord *Kenyon*—continued.

18,299. Did Mr. Evan Jones of Rhydybod owe anything to you personally?—Not to me personally.

18,300. Mr. Brynmor Jones examined you the following day, and he said at question 7437: "Do you challenge the statement made by "Mr. Thomas Jones that Evan Jones became "answerable for the 100*l.*?—(*A.*) Not at all; "he became answerable for the 100*l.*, but it "was not money paid to me for his going to the "farm. (*Q.*) Was it a debt due from him to "you?—(*A.*) It was a debt." Now you say it was not a debt?—I fear, my Lord, I answered imperfectly from memory then. I have gone through the memoranda and I wish to lay a statement before your Lordship and the rest of the Commissioners as to the transaction.

18,301. Then please do so?—"I beg leave to "submit that early in February 1882, finding "that David Jones the elder, the tenant of "Rhydybod, was in difficulties, and that Evan "Jones, his son, who had been for some time "working the farm with his father, was desirous "of becoming tenant, and retaining the old

Lord *Kenyon*—continued.

" home, the matter was considered by Mr. O. S. " Wynne and myself, and as it was the custom " on the estate to allow the son of an outgoing " tenant to have the first claim, it was decided that " Evan Jones should have the farm provided he " could command the capital necessary for taking " to the stock. This was communicated by me " to Evan Jones. It transpired, however, that " Evan Jones was at the time embarrassed by " being personally responsible as surety in some " of his father's affairs, and it was arranged, with " Mr. O. S. Wynne's sanction, that his father- " in-law, Hugh Edwards, of Caecoch, should " become the nominal tenant on his behalf, and " Hugh Edwards did so in March 1882. Mr. O. " S. Wynne is prepared to verify the above."

18,302. Have you anything further to say?—"The pecuniary transaction between Hugh " Edwards and Evan Jones and myself arose " in this way. In 1879 I lent Evan Jones's " brother, David Jones, of Dolfawr (not on " Sir Watkins' estate) 100*l.*, and in 1881 I " lent him and his father, David Jones, of " Rhydybod, a further sum of 200*l.*, both on " promissory notes only. David Jones, father " and son, failed early in 1882. The sum of " 520*l.* was then required by Hugh Edwards " and Evan Jones to buy the stock of Rhydybod " from the trustee under the liquidation, and " they pressed me to advance it, stating they " would make good the loss I had sustained " through the failure of David Jones the elder. " The proposal came from them, and was purely " voluntary on their part, as an inducement " to me to lend them the 520*l.* I agreed to " advance the money, but the transaction had " no reference to the tenancy of the farm, which " in any event would have been let to Evan " Jones, as previously stated, if he had been " in a position to stock it. I positively deny " that any part of the debt of David Jones the " elder, or any other sum of money whatever, " was secured to me by Evan Jones, either " alone or jointly, as consideration for the " tenancy of Rhydybod. I further beg leave to " state emphatically that I have never received " pecuniary or other consideration from any " person in respect of a tenancy upon any estate " with which I have been connected. This I " am prepared to swear upon oath in any " Court."

18,303. You deny that Mr. Evan Jones had anything to do with the monetary transactions, I understand?—No, my Lord; he and his father-in-law became joint security to me.

18,304. There are some questions handed in by Mr. Llewellyn Jones: " Is the accompanying " a copy of a statement written by you on the " back of an I O U, for 700*l.*, dated March 14th, " 1882." [*The document was handed to the witness*]?—I do not think it can be, because the sum advanced by me then was 520*l.*

18,305. Is that in your handwriting?—No.

18,306. Mr. Llewellyn Jones has handed the original. Do you recognise that document [*handing original document*]?—That is mine.

18,307. Is the endorsement on the back in your handwriting?—The ink part is.

Lord *Kenyon*—continued.

18,308. Is that other paper I handed down first of all, a copy of the ink part, or any part of that endorsement on the back of the I O U?—Yes, it is a copy.

18,309. Is the writing on the back, both pencil and ink, your handwriting or not?—Yes, I see now it is, my Lord.

18,310. Then what I handed to you first is a copy?—Yes.

18,311. " Why did you take a promissory " note for 500*l.* and an I O U for 100*l.* in " September 1883?"—That was 18 months afterwards, when a settlement was arrived at. I had received sundry moneys in the meantime—dividends from the estate of the David Jones's, and some money I had made elsewhere in connexion with them, which I gave them credit for.

18,312. " Did not the 100*l.* represent the " balance due to you from Mr. David Jones?"—I do not quite understand the question.

18,313. I suppose he means the I O U for 100*l.* Did that represent a balance due to you from Mr. David Jones?—No, there was 600*l.* due to me—100*l.* and 500*l.* But what I contend is that it had nothing whatever to do with the tenancy of the farm; it was in reference to the loan of the money.

18,314. This is another question by Mr Llewellyn Jones: " Was Evan Jones a co-tenant " with David Jones, and was he so entered on " the estate books?"—No, my Lord.

18,315. He was not?—No, he was not co-tenant with him.

18,316. He was a tenant by himself?—David Jones was the tenant until he became bankrupt.

18,317. And then who was?—Then Hugh Edwards.

18,318. That was the father-in-law?—That was the father-in-law.

18,319. " Was Evan Jones anything more " than a labourer on the farm in the same way " as many farmers' sons?"—He was more than a labourer. He practically worked the farm. The father was a dealer, and a good deal from home and the son had a good deal of money in the farm.

18,320. What do you mean by " working the " farm with his father"?—He was working at home, and took the general management of the farm.

18,321. But he was not entered on the estate books?—No, he was not entered on the estate books.

18,322. " When David Jones filed his petition, " did you not get a composition like his other " creditors?"—I did, and gave them credit for it.

18,323. Then there are further questions by Mr. Llewellyn Jones: " Did you not tell Evan " Jones that unless he became responsible to you " for the rest of the debt over and above the com- " pensation paid, that you would hold Rhydybod " for another 12 months, and simply put Mr. " Evan Jones in as caretaker?"—Certainly not; he asked me would I do so, if he failed to get the money.

Lord *Kenyon*—continued.

18,324. "Did you ever during the time you "were Sir Watkins' agent, send a number of "cattle to Cwmtylo to be fed by John Evans, "one of Sir Watkin's tenants, giving John "Evans a mere trifle for the keep of the "cattle?"—I never sent cattle to anyone without paying full price for it.

18,325. "Have you any objection to stating "the number of cattle sent, the length of their "stay there, and the sum paid for their keep?" —I have not the particulars here.

18,326. "Did you ever during the time you "were Sir Watkins' agent send a number of "cattle to Lletycripil to be fed by Richard "Roberts, a tenant of Sir Watkins'? Did you "declare to pay Roberts the market price "for hay consumed by your cattle, and will "you state the number of cattle sent to Llety-"cripil, the length of time they remained in "the tenant's charge, and the sum paid for "their keep?"—I certainly cannot give the particulars now off book; but I can safely say I never sent cattle anywhere without paying the full value for it.

18,327. You did send the cattle to Richard Roberts?—Yes, I may have done so; I have no distinct recollection of that more than anything else.

18,328. You were in the habit of sending cattle to some of the tenants?—I have often done so when they had more crop than they had stock to consume it with. It was not confined to me. Others did the same.

18,329. "During the time you were Sir "Watkin's agent, is it a fact that new buildings "were erected at Llwyngwern and Hendre-"mawr, and that the tenants received no "remuneration for cartage and haulage?"—We were not in the habit of paying for cartage on any of the farms—or very few of them—unless by special arrangement. It was the ordinary rule of the estate that the tenants should do their own hauling.

18,330. "Were new buildings erected at "Pentrepiod and Trawsgoed, and did the tenants "of these farms receive remuneration for cartage?"—By special arrangement, it was occasionally done. I cannot tax my memory now at this length of time as to who was paid or who was not.

18,331. "Was the tenant of Pentrepiod or of "Trawsgoed a personal debtor of yours at the "time?"—I do not think the tenant of Trawsgoed was; I will not be certain.

18,332. Or either of them?—The tenant of Pentrepiod was a debtor of mine to a small amount.

18,333. Have you any objection to say how much?—Well; I cannot say now off book.

18,334. Then the answer to that question is in the one case "Yes"?—Yes.

18,335. And in the other is it "Yes" or "No" as to Trawsgoed?—I do not think he was at that time; but whether he was so or not it would not have affected the case at all. All those matters were submitted to Mr. Wynne,

Lord *Kenyon*—continued.

and no payments were made without his sanction.

18,336. This is a question by Mr. Vincent:— "Do say that Mr. Owen Wynne knew of any "money transaction or arrangement made "between you personally and Evan Jones?"— I have not said so; I have said that Mr. Owen Wynne knew of the transaction, as I have stated in what I have already said—that David Jones, the elder, then tenant of Rhydybod, was in difficulties, and that Evan Jones, his son, who had been for some time working the farm with his father, was desirous of becoming tenant, and retaining the old home. The matter was considered by Mr. O. S. Wynne and myself, and as it was the custom on the estate to allow the son of an outgoing tenant to have the first claim, it was decided that Evan Jones should have the farm provided he could command the capital necessary for taking to the stock. This was communicated by me to Evan Jones. It transpired, however, that Evan Jones was at the time embarrassed by being personally responsible, as surety, in some of his father's affairs, and it was arranged, with Mr. O. S. Wynne's sanction, that his father-in-law, Hugh Edwards of Caecoch, should become the nominal tenant on his behalf, and Hugh Edwards did so in March 1882.

18,337. But Mr. Owen Wynne did not know that you had lent money?—No, not at all; it was immaterial to Mr. Wynne where the money came from, so far as I know.

18,338. Will you repeat that. Did Mr. Owen Wynne know of any money transactions of your own?—No; I do not think he did.

18,339. I may take it that Mr. Owen Wynne did not know that you had lent any money to Evan Jones?—No.

18,340. Or of any money transactions or arrangements made between you personally and Evan Jones?—I think I will go further, my Lord. I am not aware that Mr. Owen Wynne ever knew of any personal monetary transactions of mine.

18,341. There is another question put in by Mr. Vincent, and by Mr. Llewellyn Jones:— "Is it a fact that you are not either put for-"ward as a witness by Mr. Llewellyn Jones, or "by Mr. Vincent?"—Not by either of them.

18,342. You came here independently?—I came here to vindicate myself after the insinuations which were cast upon me.

Mr. *Grove.*

18,343. You admit, of course, that you have monetary transactions with the people mentioned; but you say it had nothing to do in any way with their having the farm?—Nothing whatever.

18,344. And when you sent the cattle to feed you looked upon that, I suppose, as a sort of mutual arrangement because they had spare feed and you had cattle wanting it?—They had spare feed and I had cattle to send to them, and they very often came and asked me if I would do so.

Mr. *Grove*—continued.

18,345. You say that in every case you paid the full amount of value?—Certainly.

18,346. Can you send in to the Commissioners at some time or other a statement showing when they went, the dates they were there, and what you did pay?—It runs over a period of 20 years and there would be a difficulty of getting at the particulars.

18,347. Supposing you give us five years out of it, if it is not too much trouble for you. If you send it to the secretary when we meet in London we can just look it over?—I will endeavour to do so, but those are matters in respect of which no receipts were taken, but only just entered in one's book. In farming transactions we seldom take receipts.

18,348. Give us the best return you can of that?—I will do so. Will you ask Mr. Wynne whether what I have stated is correct?

Lord *Kenyon.*

18,349. There is another question put by Mr. Llewellyn Jones: "How many tenants on the "estate were indebted to you for money ad- "vanced to them"?—I cannot say at present. Often and often tenants have come to me for help, and if it was in my power I have given it to them; small sums of money have been lent by me many a time to men in need.

Mr. *Grove.*

18,350. Did it not occur to you that you might place yourself in rather a false position by helping the farmers in that way?—It never occurred to me in that way, and the intention was to help them when they were in want.

18,351. So that it was a *bonâ fide* transaction all through?—All through.

The witness withdrew.

Mr. OWEN SLANEY WYNNE recalled and further examined.

Lord *Kenyon.*

18,352. Do you wish to make a statement?—I merely wish to say this, as Mr. John Williams has mentioned my name as being able to verify two things. I can certainly verify that David Jones, of Rhyd-y-bod, was in difficulties from my recollection—it is a good many years ago now—and I told Mr. John Williams that if the son had the money he might succeed his father, but of course I was totally unaware, and always have been unaware, of any private monetary transactions between Mr. John Williams and any of Sir Watkin's tenants.

Mr. *Grove.*

18,353. Supposing you had been aware of those transactions, would you have approved them?—Certainly not.

Lord *Kenyon.*

18,354. This a question by Mr. John Williams to you, Mr. Wynne: "Evan Jones having had a "promise of the farm provided he raised the "capital, could I have prevented him from "having it, whatever the source from which "he obtained the money?"—No, I do not think he could, because in that case I should have approved his having the farm. In fact my directions were to Mr. John Williams, as far as I can remember, that if he had enough money to succeed his father to take up the farm, he should have it.

Mr. *Grove.*

18,355. But if you had known that that money was borrowed from your own agent you would not have approved it?—Certainly not.

The witness withdrew.

Mr. THOMAS JONES recalled and further examined.

Lord *Kenyon.*

18,356. You wish to make a statement to us?—Yes. Mr. Williams states that Mr. Evan Jones was working the farm with his father. He was not a co-tenant. He was in no way responsible for the farm or rent. He simply worked without wage for his father. David Jones became bankrupt. Mr. Williams of Gwernhefin, who had lent the two Mr. David Joneses 200*l.*, received the composition like any other creditor.

18,357. I do not think he denied it?—Mr. Williams told Evan Jones that, unless Evan Jones became responsible to him for the rest of the debt over and above the composition paid that he, Mr. Williams, would himself hold Rhyd-y-bod for another 12 months, and simply put Mr. Evan Jones in as caretaker. These are

Lord *Kenyon*—continued.

the documents that will show the other transactions [*handing documents*].

18,358. Is Evan Jones still alive?—Evan Jones is in court.

Mr. *Richard Jones.*

18,359. What you say is this, that Mr. John Williams gave Mr. Evan Jones 100*l.* in order to become the tenant of the farm?—Yes; more than that, as those documents will show.

18,360. Did he do more than find him security for the capital to stock the farm?—Mr. Williams supplied him with the money, but his father-in-law became responsible for him, who was sufficient surety for any sum to any amount—a very large farmer.

Mr. *Richard Jones*—continued.

18,361. Did Mr. Williams receive any pecuniary consideration from Evan Jones before letting him this farm?—He had his 100*l.* besides what was paid as composition from the Dolfawr and Rhyd-y-bod estates as those documents will show, and those are in Mr. Williams' own handwriting

Lord *Kenyon.*

18,362. This is a question put in by Mr. Darley: "Do you give evidence of your own knowledge or hearsay"?—Well, partly from my own knowledge, and partly from what Mr. Evan Jones has told me himself, and he is here.

Lord *Kenyon*—continued.

18,363. You say he is here?—Yes, and I wish you to call Mr. Evan Jones.

18,364. What I understand you to say is that Evan Jones gave Mr. Williams something over and above what he owed him?—Yes, Evan Jones owed him nothing.

18,365. He went security for his father-in-law?—Evan Jones when his father failed owed Mr. Williams nothing, but Mr. Williams advanced him 520*l.* to pay for the stock.

18,366. I do not think Mr. Williams denied that?—No, he did not.

The witness withdrew.

Mr. Evan Jones called and examined through an interpreter.

[Mr. Williams's statement was translated to the witness by the interpreter.]

Lord *Kenyon.*

18,367. Have you anything to say upon that?—I knew nothing about the circumstances of my father and my brother. With regard to borrowing money, a man had offered them to me.

18,368. As far as that statement of Mr. Williams concerns yourself, do you say that it is true or untrue?—It is not true with regard to the taking of the land.

18,369. Will you give us your account, then, of how you were accepted as tenant?—I will give Mr. Williams's own words. I went to Mr. Williams's office at Gwernhefin to him. I was very sorry to lose my home, as I had a wife and little children. Mr. Williams said that he would do anything for me, but that I should take a portion of my father's debt, or else that he would hold the farm himself for a twelvemonth, and I was to be yonder looking after things.

18,370. Is that all you wish to say?—That is all with regard to this statement. I must acknowledge that I do not quite understand. Inasmuch as he was going to hold it for a year, I thought that it was easier for me to go there at the time than if the place was full of stock. I do not quite recollect what Mr. Williams said in his statement.

18,371. Were you not made responsible after your father's death?—Yes.

18,372. Was that made a condition of your taking the farm?—Yes.

18,373. Do you recognise this [*handing I O U to witness*]?—Yes.

18,374. Can you explain to me how the indorsement on the back is 600*l.* and the I O U is for 700*l.*; what happened about the balance?—The dividend came in—the composition.

18,375. Then here is another I O U for 100*l.*, with this statement at the bottom, "Interest not to be charged." What is your account of it?—100*l.* of my father's debt, and I was to have 100*l.* without any interest until I was able to pay it.

Lord *Kenyon*—continued.

18,376. Is that the I O U mentioned on the back of the I O U for 700*l.*?—Yes, 100*l.* of my father's debt.

18,377. I have some questions handed in by Mr. John Williams: "Were you not joint security with your father at the bank before he failed?"—I and my two brothers.

18,378. The answer to that question is, Yes?—Yes, joint security.

18,379. "When you applied to me for the money, had not your father-in-law promised to lend it to you, and afterwards refused owing to pressure put upon him by his other children?"—My father-in-law had not promised the money.

18,380. "Was it not open to you to obtain the money from any person you could find willing to lend it to you?"—Yes, if my father-in-law put his name to it.

18,381. "Was I not keeping your brother at Dolfawr after his bankruptcy, and did you not ask me to keep him at Rhydybod in the same way if you could not get security for the money you then wanted?"—No.

18,382. He was not keeping your brother at the farm?—I do not know on what terms they were together—what their relations were.

18,383. Then you did not ask Mr. Williams to keep him at Rhydybod in the same way?—No.

Mr. *Richard Jones.*

18,384. When did you become a tenant farmer?—I am not sure; I do not know when I became free to become a tenant.

18,385. In how long after this transaction?—About three or four years afterwards; I am not certain.

18,386. Were you kept on the farm in the meantime?—I myself was there, and my father-in-law was backing me up.

18,387. In whose name was the tenancy—who was nominally the tenant?—My father-in-law.

18,388. What is his name?—Hugh Edwards, of Caecoch.

The witness withdrew.

Mr. William Richards called and examined through an interpreter.

Lord *Kenyon.*

18,389. This is your evidence taken this morning before Professor Rhŷs, and it is correct?—Yes.

The following statement of the witness was read:—

"Evidence of Mr. William Richards, of Gwern brychdwr, Corwen, tenant farmer.

"Personal evidence as to occupation of farms by his father and himself in Merionethshire and Vale of Clwyd. Also evidence as to consolidation of farms.

"From Plas yr Esgob my father came in 1878 to Gwern Brychdwr. The size of Gwern Brychdwr is about 160 acres. About 32 years ago the farm (which had also an encroachment of about 17 acres afterwards taken from it) was rented at 60*l.* before that took place. About 32 years ago it was sold, and the purchaser lived there for some years. Some seven or eight years afterwards the farm was again sold to Dr. Richards, an uncle of the present landlord. The rent was then fixed at 80*l.* When my father came in in 1878 he took it upon lease for 21 years at 105*l.* My father managed to pay this sum for about 11 years. He then, owing to the depression in agriculture, and the fact that several of his children had left home, and that he had to pay a heavy price for labour, went back in the world. The lease was accordingly allowed to be surrendered, and I took the farm for 80*l.* (tithe rentcharge included.) Tithe was about 5*l.* For the first three years I received 5*l.* towards manure. I received 5 per cent. abatement in January last, also in August last.

"*Consolidation of farms.*

"I remember 20 farms, about 30 years ago, in this district called Nant Lleidiog, which is about a square mile. The farms are now 15, and the population has decreased about 25 or 30. Of the above 20 farms, three moderate farms have been combined in one, this was on the Rhiwlas estate; and two large farms have been joined so as to form one farm of about 400 acres. They cannot produce as much as they formerly could. Only about one third the number of men work upon them compared to what used to work.

"I live at Gwern Brychdwr, which is about 160 acres in extent. My father held Hafod uchel for about 12 years. Hafod uchel is a large farm on the Bodweni estate, the owner of which at that time was the late Mr. W. Price Jones, of Bodweni. In 1862 my father at a vestry in the parish of Llanfor refused to pay the church rate, and opposed the landlord. In about 10 months afterwards he received a notice to quit, and we found that the farm had been let immediately after the vestry was held.

"While my father was at Hafod uchel he brought under cultivation and enclosed, two encroachments belonging to the Crown. When he left they were bringing in about 25*l.* a year to the landlord. From Hafod uchel my father went at Christmas, 1863, to Glenfron Fawr, in the parish of Gwyddelwern. The landlord of this farm was Mr. John Jones, of Cyffdy, Bala. Twelve years afterwards he received notice to quit, to make room for Mr. Morris Jones, a son of his landlord. When Mr. Morris Jones was married my father asked Mr. John Jones whether he would wish him to leave to make room for his son. The reply was, "Certainly not." In a year afterwards he received six months' notice to quit. From Glenfron Fawr he went to Plas-yr-Esgob, Llanynys, which was on the estate of Mr. Gabriel Roberts. In 1876 the landlord sent to my father asking him to sign a paper waiving the advantages of the Agricultural Holdings Act, 1875. My father refused to do so. Later on he received a notice, and had to leave, in consequence, as we suppose, of his refusal to sign that he was willing to exclude the operation of the Agricultural Holdings Act, 1875. Under the agreement, he had no right to sell the crops and unconsumed hay, corn, &c. off the farm. He received permission to sell everything off the farm in the last year, but had to pay the landlord 10 per cent. upon what he received.

Lord *Kenyon*—continued.

Professor *Rhŷs.*

18,390. When your father took the farm on a 21 years' lease at 105*l.*, did you consider that dear?—It was far too high, but the reason why he took a lease was that he had experienced three times before, the disappointment of insecurity of tenure.

18,391. How much too dear do you think it was?—As the market was at the time, it was at least 30*l.* too high.

18,392. And your father was induced to take that lease because he had experienced the in security of tenure only?—That is one reason. Another reason was that he had four sons, and those worked without receiving any wages on the farm, and so he was able to pay too high a rent for his land—a rack rent.

18,393. When one of the farms was given up there were certain damages charged against you?—Yes.

18,394. Will you please tell us about that?—When leaving Plas-yr-Esgob a bill to the amount of 50*l.* for damages was sent in.

Mr. *Richard Jones.*

18,395. What year was this in?—Either at the end of 1878 or the beginning of 1879.

Professor *Rhŷs.*

18,396. When you were leaving Plas-yr-Esgob?—Yes, when I was leaving Plas yr-Esgob.

18,397. Will you explain what that 50*l.* was for?—My father had been making improvements on the farm, draining, and pulling down fences in order to straighten them. There was one large wall from 4 to 5 yards broad, and two ditches, one on each side. Those had been closed up with pipes and the walls had been pulled down; and as he had not put up a new fence or a new

Professor *Rhŷs*—continued.

wall, damage was charged against him because the walls and fences were not in their places.

18,398. What did he intend to do?—If he was allowed to remain there he was going to make a new wall.

18,399. Did your father pay the 50*l.*?—No. At that time Mr. Gabriel Roberts died.

18,400. Was he the landlord?—Yes, the landlord; and Colonel Hughes succeeded as agent or as trustee. My father went to Colonel Hughes and made his complaint, and Colonel Hughes came to the place and reduced the bill to half.

18,401. Did your father pay the half?—My father paid the half.

18,402. And did you get any compensation for the improvements that you had made?—No.

18,403. At what would you value your improvements?—The improvements in draining and so forth are sure to be about 25*l.*, and the land had certainly been improved another 15*l.* worth in the rent; because when we first went there, we sowed a field called Caemelyn with eight sacks of oats, and we had a crop from it of seven sacks of far worse oats. We tilled that field, and put turnips and potatoes in it.

18,404. What then?—Then, to go on with the description of the cultivation of the field, we had to plough it seven times, and had in the same way to drag it seven times. That field before we left, produced excellent crops.

18,405. How many of those excellent crops did you get before leaving?—Only two.

18,406. Now you worked as a farmer's son on your father's farm without wages, did you?—Yes; I followed the horses for about 18 years and worked hard, and I never had a half-penny for my work; and four other brothers of mine were working for a lesser time in the same way.

Professor *Rhŷs*—continued.

18,407. Have you anything else to say?—I should like the Commissioners to understand that I am in favour of obtaining an Act to give a right to tenants for improvements, and fixity of tenure for a reasonable rent, for the sake of the rising generation—for the sake of our children

Lord *Kenyon.*

18,408. How did you manage to get a surrender of the lease?—Because my father had failed in his circumstances; he did not become bankrupt. The rent-book will show how he went back in his circumstances.

18,409. The landlord, sooner than having him bankrupt, released him from the lease, is that so?—Yes.

18,410. Some questions are put in by Mr. Llewellyn Jones: "What induced your father "to take a lease of Gwern brychdwr"?—That has been answered.

18,411. "Would you be willing to take a "lease of your farm at the present rent"?—No, not at the present time.

18,412. "Has your farm been re-valued "lately"?—It was valued about eight years ago, before I took it.

18,413. "By whom"?—Mr. Jones, of Brynmelyn, valued it for Dr. Griffiths. See 17,7

18,414. "What was the result of the re-valua-"tion"?—I am under the impression that the valuation was 66*l.*

18,415. "What is your present rent"?—80*l.*

18,416. You are under the impression that the valuation was 66*l.*, or do you know?—That is what I believe. Mr. Thomas Jones told me at one time, and I believe that is what he said.

The witness withdrew.

At this point Professor Rhŷs took the Chair.

Mr. ROBERT ROBERTS called and examined through an interpreter.

Professor *Rhŷs.*

18,417. This is your evidence taken before me this morning, and it is correct?—Yes.

The following statement of the witness was read:—

"Evidence of Mr. Robert Roberts, of Blaengwnodl ucha, Cynwyd.

"I am a tenant farmer living at Blaengwnodl ucha, Cynwyd, a farm on Sir Henry Beyer Robertson's estate.

"My father was tenant of a farm called Bryn penllyn, Llandrillo, on the Earl of Dudley's estate, from 1865 till 1886, in which year he died. The farm was 40 acres and a sheep-walk for 200. My mother then became the tenant, and we left Lady-day, 1892. The rent during the whole period of the tenancy was 28*l.* Abatements in rent were made for some years, and stated in the evidence of the Honourable Mr. Eden, at Barmouth, but at the last two rent

Professor *Rhŷs*—continued.

audits prior to our leaving, we had to pay the rent in full, and did not receive abatements like the other tenants on the estate. The reason we had to leave was on account of a disagreement between a neighbouring tenant and ourselves as to the boundaries of the sheep-walk on the mountain. After the dispute commenced Mr. Eden stepped in, and it was eventually agreed that we should either go to arbitration or to law to settle the dispute. However, Mr. Eden served us with notice to quit. I am prepared to produce all the correspondence in the matter.

"During the anti-tithe agitation in the district the agent took a very determined stand against tenants taking any part in it. One of the tenants, Thomas Jones, of Ty Nant Farm, Pennant, Llandrillo, persisted in his refusal to pay the tithe rentcharge except under compulsion.

Professsor *Rhŷs*—continued.

On this account he was served with a notice to quit. When the notice expired (1889) the farm was re-let to him, the rent being reduced from 35*l.* to 30*l.* The tithe was under the new agreement to be paid by the landlord, but the amount thereof (presumably the par value, as it is considerably in excess of the commutation for the last few years) was added to the rent in this case, making the rent 32*l.* 16*s.* 0*d.* The same thing took place on most of the other farms. In Thomas Jones's case, when abatements in rent have been made since 1889, they have been made on the 30*l.* only. The buildings on many of the farms on Lord Dudley's estate are in bad condition. Thus on the farm of Thomas Jones, of Ty nant, a mare was injured in the stable owing to its being too small. He has made more than one complaint to the agent as to the state of the buildings."

18,418. Is that the only instance, as to the buildings on the last farm, of the stables being too small?—Another mare could not foal because the place was too small, and she had to be raised standing.

18,419. Is that all?—Yes.

18,420. Here is a question from Mr. E. J. Williams, referring to the houses on Lord Dudley's estate: "Is the sleeping accommodation what it ought to be, or have persons to "pass from one bedroom to another in some "instances"?—Yes, there are several the same.

Profossor *Rhŷs*—continued.

18,421. Then a question by Mr. Ivan T. Davies: "On whose estate did the consolidation "of farms take place referred to in Mr. Row-"land Davies's evidence"?—Which are they?

18,422. You do not know the farms?—I did not hear him say. I was outside at the time.

18,423. Then you do not know?—I do not know?

18,424. Another question by Mr. Ivan T. Davies: "Mr. Eden, Lord Dudley's agent, is "reported to have said, in his evidence at Bar-"mouth, first, that there had been no consolida-"tion on Lord Dudley's estate." Will you say what you have to say upon that?—Yes, there are; I could name some. See 9916–9238

18,425. "Secondly, that there was only one "Churchman on the estate." Is that so?—Yes; I could mention 11 at least. Mr. Eden also said that they paid their rent at the proper time. They do not do so.

Mr. *Griffiths.*

18,426. You mean to say the rents are in arrear?—Yes, many of them who pay the rent are obliged to borrow money in order to do so.

The witness withdrew.

Mr. R. GILLART recalled and further examined.

The Witness.

18,427. I wish to correct some statements made at the sitting at Towyn on the 4th instant by Mr. Foulkes Jones, schoolmaster of Llwyngwril. In his evidence he says, "Clauses in agreements were considered most unfair and oppressive." I put in a copy of the agreement which we have generally adopted in regard to holdings in the district. [*Agreement handed in.*] If you will recollect a tenant on the late Countess de Morella's estate said at the Barmouth sitting, that he could say nothing against it, and that he considered it very fair. Mr. Jones also says, "One clause required lime to be put into the "land beyond what was necessary. It was put "in operation against Edward Humphreys, "Hendre, and David Owen, Henblas." So far as Edward Humphreys of Hendre goes, it was put into operation, and the sum that he stated, 14*l.*, was claimed from him as compensation for not putting the land into a reasonable state of repair. When my late father undertook the agency of the Hendre estate, which is the property of the Countess de Morella, about the year 1868; Robert Williams was the tenant of Hendre farm at a rental of 200*l.* per annum. At Lady-day 1875 Mr. Williams' rent was advanced on re-letting to 210*l.* per annum, and remained at this figure until Lady-day 1877, when he gave up the farm. Mr. Williams was succeeded by Mr. Edward Humphreys at the same rent. On the 10th of September 1879 Mr. Humphreys gave notice to give up the farm the following Lady day on the ground that it was too highly rented.

The Witness—continued.

On representing the case to the Countess de Morella, her ladyship agreed to re-let the farm to Mr. Humpheys at a rental of 160*l.*, a reduction of 50*l.* per annum. Mr. Humphreys finally gave up the farm at Lady-day 1881, when I believe he emigrated to America. It was found that Mr. Humphreys had left the farm in a bad and exhausted state of cultivation. Fences and gates were in a neglected state. He had not applied the lime and manure specified in his agreement, and he had also ploughed up more land than he should have done. In consequence of this Mr. Humphreys paid the sum of 14*l.* 9*s.* by way of compensation for lime and manure not applied to the farm. The landlady, however, did not pocket this amount but paid it over to the succeeding tenant (Mr. Ellis Pugh Jones) on 24th June 1881, to be expended by him in lime or manure. Mr. Ellis Pugh Jones became tenant of the farm at Lady-day 1881 at a rental of 180*l.* per annum. Mr. Jones purchased from the outgoing tenant upwards of 400 sheep at 19*s.* 6*d.* each, (390*l.*), also some unconsumed produce and machinery which were on the premises, but which, however, he was not required to do by the terms of the agreement. Previous to Lady-day 1887, Mr. Jones complained that his rent was too high, and a reduction of 20*l.* was made to him, thus reducing his rent to 160*l.* per annum, from which a further abatement of ten per cent. per annum was made for three years from Lady-day 1887. From Lady-day 1890 Mr. Jones' rent was again

Witness—continued.

reduced to 158*l.* per annum, less a further allowance of 8*l.* per annum towards lime for the following three years. Mr. Ellis Pugh Jones gave up the farm at Lady-day 1892, from which date it was let to the present tenant, Mr. Rees Pugh Roberts, at a rental of 140*l.* per annum for the first three years and afterwards at 150*l.* per annum.

Professor *Rhŷs.*

18,427A. What is it exactly that you are rebutting now? He says that it was put into operation against Edward Humphreys of Hendre, and David Owen of Henblas, tenants of the Countess de Morella. He said that, did he not?—Yes, he did.

18,428. Are you contradicting that?—No, I do not contradict it. All I say is that he delivered up the farm in a bad condition.

18,429. You admit that is right then?—We did claim it from him.

18,430. Then you are not rebutting that?—I am not rebutting that statement further than to show you how the rent of the farm has been reduced from time to time. Then he says, "Another clause bound the outgoing tenant to "sell sheep at a valuation, but did not bind the "landlord or incoming tenant to buy at a valua- "tion." I do not know of a single instance upon any estate under our management where the landlord or incoming tenant has not purchased the sheep.

See 15,956.

18,431. What is the statement exactly that you are contradicting now? What did he say?—He said that the clause bound the outgoing tenant to sell the sheep at a valuation.

18,432. Do you contradict that?—I say that the clause does not bind the tenant. The clause in the agreement is optional; that the old tenant may offer if he likes the sheep to the landlord or to the incoming tenant.

18,433. Would you mind reading that clause from the agreement, that will settle it, I think?—It is clause 10, "It is also agreed that the "landlord or incoming tenant shall have the "option of buying, and the tenant will sell "the sheep bred and usually grazed on the said "farm and sheepwalk on or before the 20th "day of March next preceding the time of the "said . . . . . his executors, admini- "strators and assigns, quitting the said farm, at "a price to be fixed upon by two indifferent "persons, the one to be chosen by the landlord "or incoming tenant, and the other by the "outgoing tenant, with liberty for them to "appoint an umpire in case they disagree, and "his or their decision shall be final. One fourth "of the said sheep to be of four years old, one "fourth to be of three years old, one fourth to "be of two years old, and the other one fourth "to be of one year old, or as near the said "respective ages as practicable; the sheep that "shall be affected with a disease called 'rotten "'or rot,' or any other disease or infirmity are "not to be purchased." I may say that on some properties this clause has been altered. We have altered it now to a clause compelling the landlord or the new tenant to buy the sheep.

Professor *Rhŷs*—continued.

18,434. Does it at present stand as it is in your hands there, or is that the altered agreement that you have just read?—It is the same in the old agreements.

18,435. The option is not in the old agreements?—The option is in the old agreements, but not in some of the present agreements. In the new agreements which we have had, we have put it in some cases, but not in all, that the landlord or incoming tenant must buy the sheep.

18,436. Then there is no option?—It is optional.

18,437. You do not rebut that, then?—Yes.

Mr. *Grove.*

18,438. The point is this, you speak now of putting it in some agreements but not in others?—In some of our new farm agreements we put it that they must buy, limiting the tenant to a certain number.

Mr. *Griffiths.*

18,439. That is when the tenant wishes to buy?—Yes.

Professor *Rhŷs.*

See

18,440. What is the next?—The next point is this. Mr. Foulkes Jones says, "Spare fodder "was to be left to the incoming tenant whether "he preferred to pay for it or not." I say it is customary that an outgoing tenant leaving at Lady-day should consume all the fodder before leaving. I know instances, however, where the incoming tenant has purchased the unconsumed fodder which happened to be on the premises at the termination of the outgoing tenant's tenancy.

18,441. What did he say about that?—He said that spare fodder was to be left to the incoming tenant whether he preferred to pay for it or not.

18,442. You say that is not so?—I do not know of any instance. In most cases the fodder is consumed before the termination of the tenancy.

18,442A. That you say is the fact?—Yes.

18,443. What is the agreement on that point?—The agreement says that he is to consume it before the termination of the tenancy.

18,444. Is he right with regard to the agreement?—He is right with regard to the agreement. He says, "Whether he preferred to pay "for it or not." I say that the old tenant ought to consume it. He should not have the option of being paid for it. He has got plenty of time to consume the fodder at the end of the tenancy.

18,445. Is there anything else?—Then he says, "The power to demand rent in advance "had been acted upon in the cases of Morris

Professor *Rhŷs*—continued.

15,958. " Jones, Carnygadell, and Richard Williams, " Parthygwy-ddwch and was considered quite " unfair and oppressive."

18,446. Is that the case?—No rent has ever been demanded in advance from any of the tenants except perhaps in a few cases where rent was applied for during the last six months of tenancy. On the contrary in many instances we have allowed the rent to stand over from 12 to 18 months after it was due.

18,447. But let us keep to those instances in which rent was demanded in advance. He is correct, is he?—It was only acted upon in cases where tenants were leaving the last six months.

18,448. But he says it was done in certain cases that he mentions. Was it so done or not?—I do not know whether he meant that it was done annually, or whether it was done in the last year of the tenancy. I say it has only been done in the last year of the tenancy.

18,449. Has it been done in those cases at all?—In those cases it has been done the last six months of his tenancy.

18,450. In those cases?—Yes.

18,451. Very well, you admit that?—Yes, but not annually.

e 15,968, ,969. 18,452. I do not suppose that he meant that?—Then he says: "A couple of days haulage " would be required by the Countess de " Morella." There was a clause to this effect in the old form of agreement, but it was never enforced, and there is no such clause in the existing agreements. Then he says: "There " had been many instances where two or more " farms had been let to the same tenant, and " the process was still going on." During the period that we had the agency of the property I have only known one case.

18,453. You say not several instances, but one?—Only one. Then he says: 'Land drained " at the sole expense of the tenant without " compensation." I know of no draining that has been done by the tenants. It is chiefly done by the landlords.

18,454. Did he give instances?—He did not give instances.

18,455. What does the landlord contribute in this case?—The draining we have been doing; we have been supplying the pipes, and doing labour, and putting them down.

18,456. Then you think that statement was not correct?—As far as it relates to the Countess de Morella's estate it was not correct.

Mr. *Richard Jones.*

e 15,991. 18,457. Do you know where tenants have applied for draining and you have refused, and the tenants have had to do it?—Not on this estate. He says: "No Churchman had been " known to have his application for a farm " refused, but instances when Nonconformists " had been turned aside in favour of Church- " men, were not at all rare." I say this is not the case on the Countess de Morella's estate. A short time ago, a farm—Rhiwgaeron—became vacant, when a Churchman applied for it; his application was put aside, and the farm was let to the present tenant, David Roberts, who is a Nonconformist, a Calvinistic Methodist.

Mr. *Richard Jones*—continued.

18,458. What is the name of the farm?—Rhiwgaeron, and he says: "A tenant, born and " bred a Nonconformist, went to Llwyndu, but " while there he attended church; after leaving " the farm and the district he regularly attended " a Nonconformist place of worship. He was " succeeded by his brother, who attended " church." I say this is not the case. The tenant referred to (Edward Jones) for years before he came to Llwyndu attended the church at Llanegryn, and his brother David Jones, the present tenant, did the same.

Professor *Rhŷs.*

18,459. What places of worship did he attend before leaving?—I cannot say.

18,460. You contradict the first part of his statement?—He says: "In the case of Henblas, " a Nonconformist had all but taken the farm, " when a Churchman and a Conservative ap- " peared on the scene. The Nonconformist was " told he could not have the garden unless he " was prepared to pay 5*l.* increased rent. As " the farm was already dear enough he refused, " and the farm was let to the Churchman at the " increased rent. He was, however, allowed 5*l.* " in his lime bill every year. Those cases had " occurred in recent years on the Countess de " Morella's estate."

18,461. That is the witness's statement?—Yes, I say this is not so; on the contrary, the farm was offered to a Nonconformist, but he declined. It was afterwards let to the present tenant (David Pugh) at the same rental as that paid by his predecessor for the first three years.

18,462. Was it the same rental as it was offered to a Nonconformist?—The same rental as offered to a Nonconformist, and the same rental is paid by his predecessor, who said at the Barmouth sitting that the landlord had raised the rent of the succeeding tenant 5*l.* for improvements made by him, which is not the case. See 9249, 18,491.

18,463. He says that the rent is reduced, practically, by means of an allowance?—He says we raised the rent 5*l.*, and allowed that 5*l.* towards lime, which is not the case. The present rent of the farm is the same as paid by his predecessor, Mr. Parry, who said at the Barmouth hearing, that we raised the rent of his successor 5*l.* on account of improvements made by him. Then he says: "In every instance where there had been a por- " tion of the mountain enclosed for the use of a " farm, there had been an increase in rent " greater than the interest on fencing." I know of no instance where this statement has been carried out on the Countess de Morella's estate, but quite the reverse. We have enclosed ffridds and sheepwalks recently, and charged no interest at all.

Professor *Rhŷs*—continued.

18,464. You have looked into the figures in each instance?—I have looked into the books. Then about the increase of rents at Carnygadell. He says within the past 30 years. We will take the case of Carnygadell. In 1868, when my late father became agent to the estate, the rent of this farm was 50*l.*, and so it remained until Lady Day 1877, when it was reduced on re-letting by 10*l.* per annum. At Lady Day 1890 a further reduction of 2*l.* per annum was made on account of a detached field being sold.

See 15,994.

18,465. What are you rebutting now exactly?—He spoke about the increase of rents, and he names one farm, Carnygadell, in which it was raised from 40*l.* to 52*l.*

18,466. Is that so?—I say in 1868—I cannot go beyond that—when my late father became agent to the estate, the rent of this farm was 50*l.*, and so it remained until Lady Day 1877, when it was reduced on re-letting by 10*l.* per annum. At Lady Day 1890 a further reduction of 2*l.* per annum was made on account of a detached field being sold.

18,467. So that you say, instead of being raised it has been reduced?—Yes, it has been reduced. That is one instance. All I can say is, that neither politics nor religion have anything to do with us in the selection of tenants. I should like to say one word with regard to the sanitary condition of the village of Llwyngwril. The Countess de Morella last year disposed of the whole of her house property in the village, the tenants in some instances having purchased their holdings. Previous to her Ladyship selling the property, we, amongst others, received notice from the Rural Sanitary Authority of the Dolgelly Union to provide a better supply of water for the village. I attended a meeting of the Sanitary Authority of Dolgelly, and explained to them that as far as the Countess de Morella was concerned she was quite willing to join in any reasonable scheme, provided that other interested owners would bear their proportion of the expense. Since then, however, nothing up to now has been done.

See 9283.

18,468. Was there any suggestion made by her in that direction. Was there anything proposed?—So far as her Ladyship was concerned, she was quite willing to bear a portion of the expense of providing a sufficient supply of water.

18,469. Was the thing discussed, and did she suggest anything?—I myself provided a plan of the scheme, and submitted it to the meeting, and informed them at the time of what I have now said, but nothing has been done from that time up to this.

Mr. *Grove.*

18,470. Did you make an estimate of the cost?—I think we obtained tenders for the work.

18,471. Was that also submitted to the other people, who were interested in the question?—It was submitted to the sanitary authority, and I take it, that it was brought before their notice at the meeting of the Board of Guardians.

Professor *Rhŷs.*

18,472. Have you anything else to say?—I have nothing further to add; she spent during the 26 years we have had the management of the property, in building, repairs, and improvements; a sum of 3,719*l.* 9*s.* 2*d.*

18,473. Have we the figures as to the rentals and so on?—No; the extent of the estate is about 1,500 acres, and the rental about 1,000*l.* per annum.

Mr. *Griffiths.*

18,474. Is it true that you allowed land to be taken out for railway purposes, and never made an allowance to the tenant?—In connexion with this property?

18,475. Yes?—I do not know of any instance in my time.

18,476. Mr. Jones in his evidence said that it was the case?—I do not know of any instance on the Countess's estate.

18,477. Whether he said, it was on this estate or not, I cannot remember?—Quite so.

18,478. Do you say that no tenant has ever left the estate leaving unconsumed fodder for which he had no compensation?—I do not know of a single instance; but if there was some fodder at the termination of the tenancy, the new tenant would purchase it; but he has plenty of time to consume it.

18,479. Is it not a fact that the Countess sold the cottages rather than go to the expense of putting them in a sanitary state?—It is certainly not a fact, she is the owner of a large property and estate in England. She has disposed of all her cottage property, and when she came over here, she decided to do the same.

The witness withdrew.

Mr. FOULKES JONES re-called and further examined.

Professor *Rhŷs.*

18,480. What have you to say?—I should like to make a short correction in the evidence I gave at Towyn, with regard to the abatements in rent, first of all. I said that the abatements varied from 5 to 15 per cent. I do not wish to do any injustice to the landlords, but I find there was one case, that of Alltgoch, where the abatement was 18½. The rent was reduced to the old rent. Two other things I wish to say. I beg to hand in two lists, one a list of failures in the parish of Llangelynin during the last 25 years.

Professor *Rhŷs*—continued.

18,481. Bankruptcies?—Not exactly bankruptcies; but failures to keep on.

Professor *Rhŷs*—continued.

18,482. Is that on the Countess de Morella's estate?—Oh, no; she is only one owner among many [*handing document*].

18,483. This is new evidence?—Additional evidence to what I gave at Towyn.

18,484. I think you had better first of all say what you have to say with regard to Mr. Gillart's evidence with regard to the selling of the sheep?—According to the agreement under which Mr. D. R. Parry, the former tenant of Henblas farm, farmed, the outgoing tenant was bound to offer the sheep to the incoming tenant.

18,485. Have you seen that agreement?—Mr. Parry is here himself to confirm what I say. With regard to the spare fodder, again, supposing spare fodder is not consumed, my statement is correct, that the old tenant is to leave it to the goodwill of the incoming tenant. If he likes to pay for it he can do so, and if he does not, he can do that. I do not see that Mr. Gillart upsets my evidence. Then as to the consolidation of farms, he says there was only one instance of consolidation. In my evidence I did not refer to the Countess de Morella's estate especially, but I was referring to the whole of the district. There may have been one instance only on that estate, but the instances I gave were over the whole district, on the Countess's as well as the other properties.

18,486. You adhere to the statement you then made?—Yes. With regard again to Rhiwgaeron, I do not know, of course, what offers were made to Mr. Gillart for that farm. With regard to Llwyndu, my statement was that the tenant was bred and born a Nonconformist. That is true, and it is true that he now attends

Professor *Rhŷs*—continued.

a Nonconformist place of worship, after leaving the farm and the district. With regard to Henblas, my statement was that the farm was let to a Churchman at an increase of 5*l.*, and and this 5*l.* was allowed in the lime bill. Mr. Parry is here, the former tenant of Henblas, to confirm what I have said, that this 5*l.* was demanded of the Nonconformist applicant for Henblas. It was given in the other case, but allowed back in the lime bill; that is the tenant's own story. The other case where a Churchman was preferred——

18,487. You need not remark upon that?—With regard to the enclosures, there have not been many enclosures in recent years, but the general impression amongst the farmers is, that the increased rent has been paid where ffridds have been enclosed towards farms. I adhere to my statement with regard to the rent of Carngadell. That was 40*l.*, and was increased to 52*l.* Whether it was before Mr. Gillart's agency or not, I cannot say.

18,488. You offer to put in a table?—Yes. This is a list of persons in the parish of Llangelynin in receipt of outdoor relief in 1890, who had been tenants of farms, or who were members of families of those who had been tenant farmers. It amounts to a total of 34, and 163*l.* 8*s.* in out-relief, and fees of children was paid to the above persons during 1890. There were some others in receipt of relief, who had moved to other parishes. Then there is a list of failures.

18,489. Are those technically bankruptcies?—No, not technically bankrupts.

18,490. Men who have failed?—Yes.

The witness withdrew.

Mr. D. R. Parry recalled further and examined.

The witness' statement was interpreted by Professor Rhŷs.

Professor *Rhŷs*.

18,491. You wish to make a statement?—I wish to say this. I said at Barmouth that 5*l.* was added to the rent of Henblas, for the improvements which I had made on the Henblas farm. Mr. Gillart has now said that he did not raise the rent. I went with the tenant who was
9249. the first applicant for the farm at Machynlleth, in Mr. Gillart's office, and he said he must have 5*l.* increase in the rent, or else he should not have it; and Morgan Jones said that he would not take it at the increase, but he would take

Professor *Rhŷs*—continued.

it at the old rent—that is Morgan Jones, Tynmawr, Tal Sarnau. Owen Pugh, a brother of David Pugh, the present tenant, was an applicant for the farm, and afterwards Robert Jones, Dolymoch, Festiniog, came over and wrote a letter at the house at Henblas to Mr. Gillart, and stated that he was willing to give the 5*l.* increase; and he had a reply that the farm had been promised to another person before. David Pughe, the present tenant of Henblas, and Owen Pughe, his brother, have told me that they ought not to have made the advance of 5*l.* They complained of the rise. That is all.

The witness withdrew.

Mr. *Gillart.*

If you wish it, I will send you the agreement of Henblas, stating what the rent actually is.

Mr. *Grove.*

It is by agreement.

Mr. *Gillart.*

It is by agreement, and states what the rent is.

Mr. *Grove.*

Please send it to the Secretary.

Mr. R. J. L. PRICE re-called and further examined.

Professor *Rhŷs.*

See 16,918, *ad. fin.*

18,492. You wish to make a statement?—I wish to correct a mis-statement made yesterday in the evidence given by Mr. T. E. Ellis, Member of Parliament. If the papers report him correctly, he is supposed to have said, "Yet "in Merioneth, where 140,335*l.* was paid as "rent in 1888–90, the county is ill-provided "with public institutions. In a land, and "among a peasantry singularly devoted to "social converse, there is not a public village "hall. Keenly fond of reading, there is not a "public library." On public grounds, I feel myself bound to come forward to contradict that statement. As to the public buildings, this hall speaks for itself. There are also public buildings to my knowledge in Corwen, Dolgelley, Festiniog, and other parts of the county. Of course they are public to this extent, that any one can make use of them by paying a small fee. That I believe is usual in all parts of the country. As to reading-rooms, being on the committee of one myself, I do not wish it to go forth in the English papers that we are so unenlightened in Wales as not to have reading-rooms in the towns or villages, whichever you like to call them, of Merionethshire. For other counties, I do not propose to speak.

18,493. Will you read his statement?—His statement was: "In a land and among a peasantry singularly devoted to social converse "there is not a public village hall. Keenly fond "of reading, there is not a public library." I beg to state that in Corwen there is a reading-room supported by public subscriptions and by an annual concert. The people pay a trifle as a yearly subscription. Anyone can belong to it without ballot. Therefore I consider it public. It was started by the townspeople themselves. Visitors are admitted upon payment of a penny. In Dolgelley there is also a public reading-room much on the same lines, but I am not prepared to state the administration of it from my own knowledge. At Llanbedr there is a public reading-room which was built, endowed, erected and carried on by Mr. Pope under a committee of the people of Llanbedr. At Maentwrog, which is a village, as you may know, near Festiniog, there is a public reading-room and recreation ground built by Mr. Oakley and entirely supported by him, and the charge is only 1*s.* per annum to the members, and it is managed by a committee of the members. This particular instance appears to me to anticipate some further words of Mr. Ellis, in which he says that landlords should erect the buildings and hand them over to a public trust or local authority, the people of the locality having the complete power of controlling them. It appears to me that Mr. Pope and Mr. Oakley must have acted exactly upon Mr. Ellis's own instructions. In the case of Bala, Mr. Ellis was good enough to admit there was a reading-room; he was not aware of the fact before. [*Mr. T. E. Ellis:* Quite aware.] There is one, and it was founded, I believe, by the efforts of Mr. Ellis Edwards, the Vice-Principal of the Calvinistic College, assisted by Dr. Hughes, a resident magistrate, and my wife, and other people in the neighbourhood. It is managed by a committee composed of some Churchmen and many Nonconformists. There are four Churchmen on the committee, the chairman being the Rector at present, and the committee composed of various ministers and other people of some importance in the town. To make sure, I went into it myself this morning and found a good fire burning and a good reading-room with all the papers in it and a recreation room with innocent games. It is situate at a soda-water manufactory, so that there is no fear of the members getting drunk. I merely wish to state on public grounds that we are not so deficient in reading-room accommodation as has been alleged. Of course it is no business of mine to state it, but I believe in the county there does exist a couple of hospitals, or rather one on the borders and one in Festiniog, and one in Machynlleth to which the people of Merionethshire have access as patients.

Professor *Rhŷs*—continued.

Mr. *Grove.*

18,494. Would you consider these halls, public village halls, or public libraries in the sense that Mr. Ellis intended, controlled by the public?—They are controlled by a committee appointed by the members, in the case of Bala anyway.

18,495. The impression which occurs to my mind is that Mr Ellis must have known, as his knowledge of the county is so very complete, of these halls that you are speaking of, so that it is only just a difference in terms possibly?—The statement reads that there was not a public library amongst a population keenly fond of reading. I maintain the county is well provided with libraries. I am sorry to differ from Mr. Ellis, but I think it is only fair that we should have the credit of being more enlightened, than we have got credit for, in Wales.

Mr. *Griffiths.*

18,496. You have given the composition of one of these public places. Is the composition of all the same?—I cannot answer you that question. I only speak of the one of which I am a member of the committee.

18,497. In the village I live in it is not so. That is why I ask you?—I have taken pains to ascertain the composition, so far as I can to-day, from people in this hall who do live in the various villages referred to, and there is no doubt about the Maentwrog statement being a correct one, because I got it from the agent of the gentleman who built the institution.

18,498. Are these places you mention all villages or towns?—Our towns are all about equal size. Bala and Dolgelley are generally supposed to be struggling for rivalry as the capital of the county. The Quarter Sessions are held alternately in both. Festiniog is, of course,

Mr. *Griffiths*—continued.

the largest place in the county, but it is not at present generally recognised as the capital.

18,499. How many of these places do you distinguish as villages?—I do not think we have a town in the county, unless you call Blaenau Festiniog a town. I should not say any other place in the county is large enough to be a town—perhaps Barmouth might be.

18,500. "Public village hall," it says here. We were chiefly speaking of the rural population and the agricultural districts, and leaving the people to ramble about at night, and it was suggested that they should have public places in the village?—In the village of Llanfor, which is near here, my wife did institute a reading-room a couple of years ago, but greatly to our regret we have found it has been so little used, it has been shut up now.

18,501. Was there anything about the conditions of it, that they did not like to go there?—I do not think so. We did everything we could to induce the people to go. As to the other villages in the county, of course, I cannot speak.

Mr. *Richard Jones.*

18,502. Was it public in the sense that Mr. Ellis intended it to be public?—The committee manages it in the case of Bala and Maentwrog, and, I presume, in the case of Dolgelley and the others.

18,503. You said your wife had had some connexion with the library. What library was it?—It is the one in Bala. She took a very interest in its institution, and does still in its maintenance.

18,504. Do you know anything about the one at Llanbedr?—Mr. Pope's?

18,505. Yes?—No, I cannot say that I could speak to that.

18,506. It was Mr. Pope's, not the public's?—Mr. Pope erected it, and has handed it over to the public.

Mr. *Grove.*

18,507. Under control?—I cannot tell you. I do not know the conditions at all, but I understand it is handed over to the public, and I believe it is a very good library and hall; I am told so, but I have not seen it personally.

The witness withdrew.

Mr. T. E. Ellis, M.P., recalled and examined.

Professor *Rhŷs.*

18,508. You have heard what Mr. Price has said?—Perhaps the Commissioners will allow me to read again the statement which I made. I referred to the rental of Merionethshire as 140,335*l.* paid as agricultural rent in the last return to which I referred, and then I made this statement: "In a land and among a peasantry "singularly devoted to social converse there is "not a public village institute or hall; keenly "fond of reading, there is not a public library. "In a changeable climate, mainly damp, and "with homes small and confined, there is not "a single hospital or dispensary." First of all, "with regard to the rental, this rental of 140,000*l.* is simply and solely the agricultural rental of this county, not including the rental of any single town in the county. Next I should like to say that my first statement was that there is not a public village hall. When I say a public village hall, I mean not a couple of rooms which may be let with or without rent for a time and at the will of the landowner or of a resident, but a building with rooms and conveniences which is the property of a parish or of a village. Of such a building I believe there is not a single instance in the county of Merioneth. Let us take the two cases mentioned by Mr. Price—Llanbedr and Maentwrog. The Llanbedr room and hall is a very admirable one, and does a very great deal of good, but the hall is the private property of Mr. Pope, and with great generosity he has allowed these rooms, I think, to be used freely by the public; but it is not the property of the parish of Llanbedr, and if Mr. Pope went away from the district I do not believe there is any

Professor *Rhŷs*—continued.

guarantee except the guarantee of his generosity that would leave it as a public institution. It is in no sense the public library of Llanbedr. I do not wish to speak with any certainty with regard to Maentwrog. If I hear, or Mr. Price tells the Commission, that this hall at Maentwrog has been transferred by Mr. Oakeley to some responsible local authority in Maentwrog, then so far, I am willing to modify the statement which I made yesterday. Until such a statement is made I have nothing to withdraw or to modify. Then secondly there is not a public library. In order to secure some contradiction of this statement, Mr. Price has to go to a little reading-room in Corwen, and to a reading-room in Dolgelley—little spasmodic attempts made by small groups of individuals in those two towns. There is no continuity whatsoever about these reading-rooms, and they are in no sense public libraries.

Now, I come to the case of Bala, and I should like to point out here that any library built in Bala is of course mainly and primarily for the interest of the householders in Bala; but with the householders of Bala, I had nothing directly to do in giving evidence. I have never referred to their rental in the statement which I made yesterday, and so far as I know, except incidentally, the Commission does not inquire into their condition. But what is this library in Bala? First of all, it was started twelve months ago, and so far as I understand it was started on these conditions: a Nonconformist missionary in a part of this town called Plasey found a certain number of young fellows playing cards in an empty house, and this missionary, with a

Professor *Rhŷs*—continued.

marvellous, and I fear exceptional, success, managed to turn this card-playing party into a prayer meeting, and two or three townsmen, I believe (the Reverend Edward Ellis being leader), said, "It is really high time that we should "make some attempt in order to have a room "where the young townsmen can meet together." At last they have been able to get a room in an old barrack, not far from this hall—not one room, I should say, but three or four or five rooms—for which they pay a certain rental—8*l.* or 10*l.* or 12*l.*, or whatever it may be. [Mr. *R. J. Ll. Price*: 10*l.*] Then I was very nearly correct. They simply pay an annual rent of 10*l.* to the proprietor. They have two or three comfortable rooms, so far as they go. There is a little room which is called a library, but I do not believe the Commission would give more than about 5*l.*, if they would give 5*l.*, for the whole stock of books that are there. They are antiquated, and the majority of them perfectly useless and unserviceable.

18,509. Perhaps it would be said that the Commissioners are not reading men?—That is not a statement I am called upon to contradict, I hope. With regard to my main statement that there is not a public village hall or institute, I am quite willing that we should test that by examining the district, which mainly I had in my own mind—this district, the evidence with regard to which you have been receiving now for three days, the union of Penllyn. It contains five parishes. In those five parishes there are the following hamlets and villages: Capel Celyn, Llanfor, Rhyducha, Rhos-y-Gwaliau, Glanrafon, Llawrybettws, Cefnddwysarn, Llangower, Sarnau, Llanuwchllyn, Bethel, and Llandderfel. I will take first of all Llandderfel. There is in Llandderfel a little room called the Cocoa Room; it is one room in a small cottage. It has done, so far as it has been able to do, a certain amount of good work; a certain number of the peasants and workpeople come down there and read their paper. But if there were in Llandderfel a village institute—a real public institute—owned by the village and controlled by the peasants around it would be of enormous and incalculable advantage to that village and the country side. It would enable the young farmers, and especially the young labourers who have no home to go to, to come there of an evening and have a smoking room, a reading room, and a library, and any other rooms that might be convenient.

Now we come to the case of Llanuwchllyn. I believe that some years ago an attempt was made to start a reading-room or a library in Llanuwchllyn. It was started by getting one or two rooms in a house, and a certain number of books was placed there, but they were the mere surplusage of other libraries, and a good deal of the literature was about such subjects as the Lost Ten Tribes, and similar, which cannot, of course, be of great interest to a villager or to a peasant.

Now I will deal with the case of Llanfor. I am delighted to hear that two years ago an attempt was made to open a reading-room in Llanfor. I understand this has failed. I can hardly think that a large landowner can derive very great credit to himself if his social experiment in the way of providing a library breaks down within two years, and he gives it up. There is now in Llanfor no form of public library or reading-room.

With regard to the other villages, in Capel Celyn there is no library or reading-room, and the only place where people can come together or meet for any purpose whatsoever in Capel Celyn is in a chapel which the peasants themselves have built, and a schoolroom.

In Glanrafon there is no room whatever of any kind except a chapel which they have built. In Rhyducha and Rhos-y-Gwaliau I believe there are a chapel and a school-room. The chapel, of course, has been built by the tenants, and the school-room has been built by the occupiers not by the owners of property.

In Sarnau there is a disused church, which is used as an elementary school, but that school has been practically condemned by the Education Department, because the chancel of that church has been boarded off, and not allowed to be used for the purpose of a school.

In Cefnddwysarn there is no village hall or school, except a little schoolroom which has been built by the Nonconformist peasantry there. In Bethel, likewise, the condition of things is exactly the same. So also in Llangower.

With regard to the other point, "in a change-"able climate, mainly damp, and where the "rooms are small and confined, there is not a "single hospital or dispensary." What is Mr. Price's reply to that statement? First of all, that there is a hospital in Machynlleth, but that is in Montgomeryshire, and that there is a hospital in Blaenau Festiniog. There is a hospital in Blaenau, Festiniog, belonging to one of the quarries, very largely supported, I believe, by the quarrymen of Festiniog; but we have nothing whatever to do with the rental of urban Festiniog, or with its life.

Now what is the case with regard to the rural districts of Merionethshire, where you have these little peasant homes dotted in hundreds up and down the glens and country sides, where you have fevers from time to time, where you have cases of consumption, of cancer, and of typhoid, there is not from one end to the other of the county of Merioneth a single public hospital, and not a single hospital where cases of consumption, or fever, or cancer, or any other serious cases could be dealt with. That is my reply.

Mr. *Grove.*

18,510. I suppose, whilst you give us that very clear statement as to the actual facts of the county, you quite appreciate any effort that is being made by the landlords and others to do what they can in that direction?—Most certainly; for instance, I appreciate highly, as any resident anywhere near Bala Town must, the fact that Mr. Price has given a guinea and Mrs. Price a guinea, that Mr. Jones, of Vron, has given two guineas, the Rev. Ellis Edwards has

Mr. *Grove*—continued.

given a guinea, and that a lady, well known for her generosity in this district, Mrs. Wilson, has given 10*l.* But these subscriptions, to what one may call a casual reading-room, which is rented in an old barrack here in the town, is a very different thing to a handsome building which is owned by the people, and controlled by them.

The witness withdrew.

Colonel Edward Evans Lloyd re-called and further examined.

Professor *Rhŷs.*

18,511. What do you wish to state?—I have read the report of my evidence, and I find that I somewhat hastily, I must say, and when my Welsh blood was rather warm, used the word "malicious" with reference to Mr. Thomas Davies' evidence. I am anxious, in justice to him, and out of respect to this Commission, to withdraw that word.

See 16,512, 16,513.

Mr. *Richard Jones.*

18,512. I think you have done that already?—No, not before this moment.

18,513. I was anxious to do it publicly, for the sake of the witness. No doubt Mr. Davies simply considered that he was carrying out the instructions he had received, and from what he has since told me, he has satisfied me that he had no ill-feeling in the matter towards me. In every other respect of course I adhere to the evidence I gave. In this connexion may I be allowed in the public interest to say this, that any person may be prejudiced now, according to the procedure of this Commission, without notice and in his absence, and for weeks he may be unable ——

Professor *Rhŷs.*

18,514. I think, Colonel Evans Lloyd, we cannot enter into that without calling forward Mr. Davies, and going into the whole thing again?—Well, I do not wish that. I am not alluding to Mr. Davies again at all.

Mr. *Grove.*

18,515. But you are alluding now to the action of the man, are you not?—I am alluding more particularly to the way in which evidence can be raised on hearsay, without any previous intimation to the person charged.

18,516. That is a point which I am of opinion we cannot listen to at all, because we have settled our mode of procedure?—I quite agree, then, I will not say a word about that.

Professor *Rhŷs.*

18,517. We quite appreciate the spirit in which you came forward to make your explanation, and to withdraw a certain term?—Yes. At the same time, may I not make the general statement that the others have been allowed to make. It will not take me three or four minutes. It is on the general question.

Mr *Grove.*

18,518. Lord Carrington has been very particular, you remember, when you wanted to rebut evidence, to keep you down to the one special point that you want to rebut. It must occur to you that if you were to be too discursive in these explanations we should have no end to them?—I am not explaining now. Lord Carrington said, "Will you confine yourself to "the evidence now that you wish to report, and "on Saturday we will give you an opportunity "of making your general statement," and now I propose to do that. It will not take really three minutes, if you will allow me to do it.

Professor *Rhŷs.*

18,519. Certainly, if you have that permission to make a statement, we will hear you?—I have had it promised me. What I have to say is merely this, that I do not think the statement has been sufficiently answered which has been made with regard to schedule A.—the comparison which our friend Mr. Ellis has made, and also the Prime Minister has made, with regard to the comparative deductions shown, looking at schedule A. with reference to the English properties as compared with those in Wales. My point is that the English corn-growing county which formerly let at the rate of 2*l.* and 2*l.* 5*s.* an acre, now by the force of automatic reasons has become reduced to probably 15*s.* and 18*s.*; and that therefore the farm which originally stood at 200*l.* a year in schedule A. now stands automatically at 100*l.*

18,520. May I ask if you question the accuracy of the return which we have had?—No, I do not.

18,521. I am afraid, then, that we cannot hear these highly argumentative statements?—It seems to me you have had a great deal of argument before you. I know the time is late, and therefore if you are not disposed to hear what I have to say, I will not persist.

18,522. We should probably have to hear Mr. Ellis after you, and we should have to go on till Sunday morning?—Just so. I will not say any more excepting this, with regard to a land court. I am very much afraid that it may produce a disagreeable and hostile feeling in the country, but I should be very pleased indeed, so far as I am concerned, if the law in favour of the tenant could be strengthened with regard to improvements. That is the real point. I think that in the case of a tenant having improved his farm and the owner having died, or the property having been sold, there should be some compul-

Professor *Rhŷs*—continued.

sory power of arbitration to secure the tenant; in having that which he has expended, secured to him.

18,523. I take it that you speak with some authority upon this point; you are both landlord and tenant, I think?—Yes, I am; and I have also been brought up in the law; therefore I have some little feeling upon the point. I am perfectly sure that clauses could be adopted which could be incorporated in every agreement between landlord and tenant which would act as a protection.

Mr. *Grove.*

18,524. I suppose your objection to a land court would be perhaps partly removed, if it were understood that a tenant and his landlord should always try first of all to come to terms, and you would give them the chance, would you not, of approaching each other and of trying to agree between themselves?—Quite so. I was going to say, moreover, that it has been stated that there is a paralytic fear—those were the words used—on the part of the tenant against his landlord. I contend it is quite the other way, that the landlord is really more in fear of his tenant going; the times have so changed, and that that may be fairly left to time to settle for itself. That is all I have to say, but I was mostly concerned in justice to Thomas Davies to say that he had not done it maliciously.

Mr. *Grove*—continued.

We quite understand that.

Professor *Rhŷs.*

The Commission is adjourned to Tuesday morning at Llangefni. We thank you all for attending, for taking so patient an interest in the proceedings, and for giving evidence these last few days.

Adjourned to Llangefni on Tuesday, the 10th inst.

APPENDIX.

Handed in by Mr. Rees Thomas. Question 807 (First Day).

Prices Paid for Piece-work on Boverton Place Farm.

Hay.—Mowing with machine, employer finding horses, machine, and oil, per acre, 8*d.*

Corn.—Cutting with self binder (same conditions), per acre, 9*d.*
"Stooking" or standing sheaves, 1*s.* per acre.
Carrying corn and making it into a rick, per acre, 5*s.* and one gallon beer.
Making reeds for thatching purposes, 3*s.* per 100.
Tying up loose straw after reed-making, 1*s.* per 100 bundles.
Thatching corn, 4*d.* to 5*d.* per running yard (both sides of rick included in the yard), but one yard being allowed for each end.

Hedges.—Thrashing or cleaning sides of hedges, 4*d.* an acre for large field, 5*d.* to 6*d.* for small fields. Ditching or banking, 2*d.* per turf per running perch; so if bank is three turfs high it would be 6*d.* per perch.
Laying hedges, from 4*d.* to 6*d.* per perch.

Root Crops.—Scuffling turnips, 9*d.* per acre. Drills, 2 ft. 1 in.
Hoeing or singling, 7*s.* per acre. Second time, 3*s.* 6*d.* per acre.
Clipping swedes and turnips, 7*s.* per acre.
Pulling mangolds, cutting leaves, and carrying same to pit, 10*s.* per acre.

Sheep.—Washing, 1*s.* per score. Shearing, 3*s.* per score.
Catching moles, 2½*d.* each.

Handed in by Mr. John Jones, Pont Neath Vaughan. Question 2095 (Third Day).

List of Farms consolidated in Neath Higher and Ystradfellte, either for Game Preserving or owing to Dilapidated Buildings.

Neath Higher—8 farms. Ystradfellte—7 farms.

Owner—Mr. M. S. Williams.		Owner—Mr. J. Vaughan.	
Pantygwartheg.	Tylapergwm.	Penddaufryn.	Taicanol.
Llwynedward.	Blaenclwyd.	Waunddwli.	Plasymount.
Clunmwyn.	Penyrow.	Gorswen.	Penbont.
Blaenpergwm.	Llysiog.	Tulan.	

Pentretroscoed, consisting of	4	farms,	farmed by	owner and tenant.
Cwmporth	3	,,	,,	owner.
Plasydaner	4	,,	,,	owner and tenant.
Berthlwyd	2	,,	,,	,, ,,
Blaen-nedd	3	,,	,,	,, ,,
Trefgarn	3	,,	,,	,, ,,
Clynmercher	3	,,	,,	,, ,,
Disgwylfa	4	,,	,,	,, ,,
Darlwm Mawr	4	,,	,,	,, ,,

Handed in by Mr. J. Hughes. Question 6016 (Seventh Day.)

(*a.*)

Manor of Wentsland and Bringwin in the County of Monmouth.

The Court Halimot of Edward Webb Esquire, Diana Francis George Charles Henry Sheldon Esquire, and Elizabeth his wife, John Gwynne Esquire, and Arabella his wife, Deliverance Dacre Esquire, and Meliora his wife, and Thynne Howe Gwynne Esquire, Lords and Ladies of the said Manor, held at the Dwelling House of Ann Lewis, widow, in the parish of Trevethin in the County of Monmouth on Monday the tenth day of August One Thousand Eight Hundred and Eighteen, By and Before Thomas Edwards, Gentleman, Steward of the said Manor and the homage (to wit), John Jayne and William Henry Gentlemen then and there present.

To this Court came Thomas Lewis of the Town of Abergavenny in the County of Monmouth Surgeon customary heir of Henry Lewis late of the parish of Trevethin in the County of Monmouth aforesaid, Surgeon, long since deceased in his own proper person for and in consideration of the sum of Two Hundred and forty pounds to him in hand paid by Daniel Williams of Penlasgarn in the parish of Trevethin in the County of Monmouth, Esquire, in full for the purchase of the premises herein-after described Did Surrender by the Rod into the hands of the Lords and Ladies of the said manor by the acceptance of their said Steward according to the custom of the said manor all his Estate, Right, Title, Interest, claim and demand whatsoever of to and in all those several pieces, or parcels of Land called and known by the name of Tir Ann Rees, with the house and barn thereto belonging Coed Goedra Caescibor and Caer Llwyn y coed and Cae Main adjoining the Darren situate lying and being in the parish of Trevethin and County of Monmouth nearing and abutting to the Lands late of Phillip Lewis, to the lands of Edward Thomas, to the lands late of Charles Williams, to the lands of Moses Harper Esquire, to the lands of William Jones, to the lands late of William Jones, of Penlasgarn, and to the highway leading from Pontnantthee towards Cwmfrodoro, and the highway leading from Llwyn Celyn towards Blaenantthee, on all or most parts and sides thereof And the reversion and reversions, remainder and remainders thereof To the use and Behoof of Daniel Williams of Penlasgarn in the parish of Trevethin in the County of Monmouth, Esquire, his customary heirs and assigns for ever according to the custom of the said manor Whereupon the Lords and Ladies of the said Manor by their said steward did grant seizen and admittance thereof by the Rod according to the custom of the said Manor To have and to hold all and singular the said premises with the appurtenances unto the said Daniel Williams his customary heirs and assigns for ever according to the custom of the said Manor By and under the yearly Rents, Heriots duties suits and services anciently due and of right accustomed and the said Daniel Williams gave the Lords and Ladies of the said manor for a fine for such his Estate and Entry into the said premises

the sum of Twelve pounds and having done his fealty and is thereupon admitted tenant in the presence of the homage above named.

Fine	£12	0	0	This is a true copy agreeing with the Records of the said manor examined and compared by me.
Chief Rent			2	
Heriot &			-	

(Signed) THOS. EDWARDS,
Steward of the said Manor.

(*b.*)

MANOR of WENTSLAND and BRYNGWYN in the County of MONMOUTH.

The Court Halimot of Edward Webb Esquire Alexander Jones Esquire (Devisee in Trust named in the last Will and Testament of Diana Francis Gorges Spinster deceased) Edward Sheldon James Somerville Somerville lately called Somerville Fownes and Richard Samuel White (Devisees in trust named in the last Will and Testament of Elizabeth Sheldon Widow deceased) John Gwynne and Arabella his wife Deliverance Dacre and Meliora his wife and Thynne Howe Gwynne Esquire Lords and Ladies of the said Manor held at the dwelling house of Thomas Cradduck Innholder called the Clarence Hotel in the village of Trosnant in the parish of Trevethin in the Manor and County aforesaid on Wednesday the tenth day of April one thousand eight hundred and thirty-nine by and before Charles Herbert Croft Gentleman Deputy Steward of the said Manor and the homage to wit William Herbert and Charles Thomas Edwards.

To this Court comes Anne Williams late of Penlasgarn in the parish of Trevethin in the County of Monmouth but now of Doddington Grove in the County of Surrey Spinster (Devisee named in the last Will and Testament of Daniel Williams late of Penlasgarn aforesaid Esquire late one of the customary Tenants of the said Manor deceased which said Will bears date the ninth day of April one thousand eight hundred and twenty-two the Probate whereof was produced and read in open Court and prays to be admitted Tenant to All those several Pieces or parcels of Land called or known by the names of Yr Worlod two fields Cae Droydsan the Graig called Graig Ucha and Cae Lloy and one Great Barn with a Dwelling House two Gardens and eight pieces of Land late in the occupation of William Harris now of William Morgan as Tenant thereof situate lying and being in the Parish of Trevethin in the Manor and County aforesaid nearing and abutting to the lands of the Lords and Ladies of the said Manor to the lands now or late of William Henry to the Lands late of John Jayne now of to the lands late of Moses Harper Esquire and to the Brook called Nanthee on all or most parts and sides thereof (to which said Hereditaments and premises the said Daniel Williams deceased was admitted Tenant at a Court Halimot held in and for the said Manor on the tenth day of August one thousand eight hundred and eighteen on the several surrenders of Henry Lewis of the parish of Trevethin aforesaid Farmer and Thomas Lewis of the same parish Tanner To which said Anne Williams the said Lords and Ladies of the said Manor by their Deputy Steward aforesaid do grant seisin of the said premises by the Rod according to the custom of the said Manor To have and to hold all and singular the said premises with the appurtenances unto the said Anne Williams her right customary Heirs and Assigns for ever according to the custom of the said Manor by and under the yearly Rents Heriots Duties Suits and Services therefore anciently due and of right accustomed And the said Anne Williams having had her fealty respited is thereupon Admitted Tenant in the presence of the homage above-named.

ANNE WILLIAMS.

WILLIAM HERBERT
CHAS. THOS. EDWARDS } Homagers.

The foregoing is a true copy of the original record of the said Manor the same having been examined and compared therewith by me.

(Signed) C. H. CROFT,
Deputy Steward of the said Manor.

Handed in by Mr. H. A. CHAPMAN. Question 6271 (Seventh Day).

ALLEGED ENCROACHMENTS ON THE FORESHORE.

To the Council of the Borough of Swansea.

GENTLEMEN,

In accordance with your directions, I now beg to lay before you my Report upon the question of the alleged encroachments on the sea-shore, and the approaches thereto, within the municipal borough.

In the year 1762 an Act of Parliament, intituled "An Act for dividing and inclosing two pieces or "parcels of open and enclosed land, called the Town "Hill and the Burroughs, in the borough of Swansea, "in the county of Glamorgan," was passed, whereby it is enacted (in effect) that there should be allotted to the Duke of Beaufort 150 acres of the Town Hill, and that the same should thereby be vested in him, his heirs, and assigns for ever. Also that the burgesses of the borough of Swansea and their successors in their corporate capacity should have, hold and enjoy as their allotment all the rest and residue of the said parcel of land called the Town Hill and all the said piece of land called the Burroughs, which were thereby vested in the burgesses and their successors in their corporate capacity for ever in severalty freed and discharged of and from all, and all manner of right, title, and interest whatsoever which the Duke of Beaufort, his heirs and assigns, or any person or persons claiming or to claim by, from, or under him, or by, from, or under any lord or lords of the said borough and manor could or might have, or pretend to have, in or to the same, or any part thereof save as in the Act thereinafter excepted. There was also a clause saving the rights of the Duke of Beaufort, as lord of the seigniory of Gower, or of the said borough or manor of Swansea. It was also enacted that certain commissioners therein named should make an award directing what roads, &c., should be made over the pieces of land thereby allotted. It seems that these commissioners made their award, and set out several roads, &c., on the land. The Corporation, pursuant to that Act, entered into possession of the Burrows, and granted from time to time leases of parts thereof, that portion in the neigbourhood of what is now known as the half-tide basin of the South Dock being used by the burgesses as a place for recreation and promenade.

From old papers in my possession I find it stated that owing to the prevailing winds much loose sand was deposited on the shore adjoining Burrows, such accumulation having the effect of keeping back the sea, and consequently increasing the dry sand. This addition or accretion was at the time considered to be the property of the Corporation by virtue of the ownership of the Burrows being adjoining land.

In the year 1836 the harbour trustees, acting pursuant to various Acts of Parliament passed for the improvement of the port and harbour, selected the land left dry, as above mentioned, as a place whereon ballast brought by ships entering the port might be deposited. The mode of depositing the ballast was to have it wheeled in barrows, &c., on the Western Pier, and thrown out on to the new land through doors or apertures. This being (through the action of the water) found injurious to the rights of other parties was, after being carried on for about nine years, stopped. In order, however, to provide some place for the reception of such ballast the trustees procured another Act which authorised them to construct a bank of copper slag to be laid along the shore from the Western Pier to a distance of about 80 yards in the direction of high-water mark, and which terminated (remote from the pier) at a point below high-water mark. This bank was for the purpose of preventing the sea washing away the ballast, and, as I understand, was certainly in part constructed upon land left by alluvion of the sea, and therefore at that period belonging to the adjoining owner.

For some years after the construction of such bank the depositing of ballast landward of the bank was carried on until an immense heap had accumulated.

This accumulation produced a bank so high as to shut out the sea view from the houses in Gloucester Place and Cambrian Place, which was looked upon as a grievance by the occupiers of those houses, as appears from a petition presented by them to the council praying that the bank in question might be lowered four feet. This prayer was acceded to by the heap being lowered and levelled, and the surface laid out as pleasure grounds, carriage ways and paths being formed thereon.

This took place in 1884, and called forth a protest from the Duke of Beaufort. This protest not being noticed by the Corporation, was followed by the issuing of a writ against them by the Duke for trespass. The Corporation, in answer to the declaration, put in several pleas, being not guilty, not the soil of the Duke, that they derived title under the Enclosure Act, and freehold and soil in themselves. After replication in denial, issues were joined and the action was tried by Mr. Justice Williams, in Swansea, in the year 1848. After the putting in by the Duke of very voluminous documentary evidence, and taking the evidence of the Duke's witnesses (no witnesses being called on behalf of the Corporation) the judge left the jury the four following questions:—1st. Is the land between high and low water mark part of the seigniory of Gower? 2nd. Was the land on which the alleged trespass was committed gained from the sea by slow, gradual, and imperceptible accretion and alluvion (that is) imperceptible in the manner of the accretion and alluvion? 3rd. Was the land in question part of the Burrows mentioned in the local Act (*i.e.*, the Enclosure Act)? 4th. Did the Burrows mentioned in the local Act extend to the high-water mark? To which questions the jury gave the following replies:—1st. Yes. 2nd. No. 3rd. No. 4th. Yes. A verdict was accordingly entered for the Duke on all the issues, leave being reserved to enter a verdict upon a point reserved by the judge, viz., "That if the land were not gained by slow, gradual, and imperceptible accretion it vested in "the Crown and not in the plaintiff."

During the trial several charters were put in by the Duke, one of which granted to his predecessors in title the seigniory of Gower, or, as stated in the charter, "terra de Gower," that is, "the land of Gower," and it was upon the strength of that charter, together with Acts of ownership which were proved at the trial, that the Duke based his right to the soil between high-water and low-water marks. The jury, as you will have perceived, found that the land between those marks was a part of the seigniory of Gower, which in effect was that the soil itself belonged to the Duke, and that he had not merely a bare franchise. It was also proved at the trial that the land in dispute was reclaimed by the throwing out of ballast, which was a means of driving back the sea. The law upon this point is that where the sea falls back imperceptibly by alluvion the land left dry goes to the owner of the adjoining land; but in this case, as found by the jury, the accretion was not imperceptible but was caused by artificial and forced means, in which case the law seems to be that the land left dry shall not go to the owner of the adjoining land but to the owner of the soil of the sea shore. That was simply the contention of the Duke, in which he was successful.

Before going further, I may say that a rule was obtained by the Corporation to set aside the verdict as being against the evidence, on account of misdirection to the jury, and on the point reserved. The rule was argued in 1849 by the then Attorney-General for the Corporation, but was dismissed.

The seigniory of Gower comprises several manors or lordships and boroughs, among them being the manor and borough of Swansea, of which the Duke is lord. Having regard to the finding that the soil of the sea shore was a part of the land of Gower, it will be necessary to consider whether, as lord of the seigniory of Gower, or only as lord of the manor of Swansea, the Duke is seised. If as the latter, the right of enclosing the sands is easily determined; but if as the former, a difficult question may arise, and upon which I at this time give no opinion. If the soil belongs to the Duke in virtue of his position as lord of the manor, then (excluding the idea that it can be part of the demesnes of the manor) he is not absolute owner, but owner subject to the rights of the copyholders of the manor if it can be proved that the adjoining land (if allowed to have remained in its quandam (state) is copyhold land. If it cannot be proved to be copyhold land, then it may be found to belong to the wastes of the manor, in which case all the tenants of the manor would be entitled to certain rights of way, passage and other rights which would preclude the Duke enclosing the same without a verdict of the homage.

So far I have been considering the question in its general bearing, and not with a view to upsetting the verdict given in 1848 (even if that were possible) for that verdict I apprehend only extended to that portion of the sea reclaimed by the forced and artificial means made use of.

Now, as far as I am able, I will lay before you my opinion as to the rights of the Corporation in respect of land left dry, other than that the subject of the above-mentioned action, and that from which its nature will fall within the perview of the decision then given, and even with respect to such land, I will not specify any particular portion adjoining the seashore, but simply say that if any land has been added to (by alluvion) so as to join any of the land allotted to the Corporation by the Act of 1762, and now in their possession, it is in my opinion Corporation property to high-water mark.

We have next to consider in what way the approaches to the beach have been interfered with as the result of recent legislation. By the Swansea Dock Act, 1847, the Swansea Dock Company were empowered to make and maintain the South Dock and Lock, and on the 20th February, 1852, in consideration of the sum of 5*s.*, the Corporation conveyed to the Swansea Dock Company an extensive piece of ground for the formation of the South Dock and Lock, and the Duke of Beaufort conveyed to the Company the remaining ground required for that purpose. By the said Act of 1847 the company were empowered to form the South Dock embankment, and by section 21 it was enacted that—

> "The embankment shall be constructed in the position shown on the plan deposited at the Admiralty Office, and shall not be deviated from in a seaward direction; and the pavement or stone facing of the sea wall shall be constructed in a slope of four horizontal to one perpendicular in order that the waves may break and expend themselves as theretofore: and the said embankment shall be constructed in such a way and manner as shall be approved of by the Lord High Admiral, or the Commissioners for executing the office of Lord High Admiral, and maintained and kept in repair to his or theirs satisfaction in all time herein-after."

By section 24 of the same Act it was enacted—

> "That the said company shall make and construct along the top of the said embankment, and parallel thereto for its whole length, a carriage and foot road of not less than 30 feet wide in all, and the said company shall carry on a formation and construction of the same simultaneously with the progress of the dock or docks and other works thereby authorised, as nearly as the nature of the same will permit, and so that the said carriage and foot road may be completed as nearly as may be at the same time as the said dock or docks and other works are completed; and the said carriage and foot road shall be at at all times open and accessible to the public, and shall be maintained by the company in all time coming free from obstruction and in good and sufficient repair."

Section 25 enacted—

> "That if the company should take any land beyond the western limit of the said embankment they should continue and maintain the said carriage and foot road of the aforesaid width of 30 feet to the western extremity of the land so taken."

Section 26 enacted—

> "That the company hereby incorporated shall construct a tramroad from the pier of the harbour of Swansea along and upon the said carriage road and that it shall and may be lawful for the trustees of the said harbour to use the said tramroad, and to make communications therewith for carrying the ballast which shall or may be unloaded from vessels using the said harbour to the westward of the works hereby

authorised upon payment to the company of a sum of one penny for each 100 tons of such ballast, provided always that such use of the said tramroad by the harbour trustees shall in nowise interfere with the general use thereof by the company, and shall in all respects be subject to their rules, regulations, and bye-laws."

Sections 27 and 28 read as follows:—

"And whereas the formation of a half-tide basin, dock or docks, and other works as herein-before authorised will cut off the communication at present existing between the town of Swansea and the Western Pier and the sands or sea-shore, be it enacted—That the said company shall make construct, and maintain a swingbridge or drawbridge with proper avenues and approaches thereto, over or across the entrance of the half-tide basin from the said harbour, or near thereto."

"And whereas the ground lying immediately to the southward of the proposed basin is used as a site for bathing machines for the accommodation and convenience of the inhabitants of Swansea and others, and the ground so used will be in part encroached upon in the construction of the said embankment or sea-wall, be it enacted—That the company hereby incorporated shall in the construction of the said embankment, and from time to time thereafter, as occasion my require, make such provision as may be necessary and adequate for securing and protecting during high water the bathing machines, which shall during the progress of the works hereby authorised, or at any future period, be employed or used within 900 feet of the existing pier wall, and the said company shall also make and construct, and in all time coming, and for the distance aforesaid, maintain, good, easy, and sufficient access to and from the said bathing machines over the said embankment."

The Swansea Dock Act, 1847, was, however, wholly repealed by the Swansea Harbour Act, 1875 (Section 14).

By section 47 of the Act of 1857 it is enacted—

"That the trustees shall not in the execution of any work under this Act deviate riverward or seaward from the line of the works shown on the plan of the respective works deposited under the recited Acts or any of them, or this Act at the Admiralty Office, or make it over, under, through or across any tidal or navigable water any work by this Act authorised to be made or completed without the previous consent of the Admiralty signified in writing under the hand of the Secretary of the Admiralty, and then only according to such plan and under such restrictions and regulations as the Admiralty so approve: And where any such deviation or work is made with such approval the trustees shall not at any time alter or extend the same without first obtaining the like approval."

And by section 51 it is provided—

"That after the vesting period the embankment for the docks shall be made or completed by the trustees in manner from time to time approved by the Admiralty, signified by writing under the hand of the Secretary to the Admiralty."

Section 53 provides that—

"After the vesting period the trustees, with the consent of the Admiralty, may deposit ballast and soil excavated from the docks and other works in Swansea Harbour or any part of the shore of Swansea Bay between the Western Pier and Gorse Lane to the westward thereof subject to the provisions of the recited agreement of the twelfth day of June one thousand eight hundred and fifty-seven."

And section 56 provides that—

"After the vesting period the trustees shall make and maintain a swingbridge or drawbridge, with proper avenues and approaches thereto, over or across the entrance to the half-tide basin from the harbour, or over the lock between that half-tide basin and the inner dock."

By section 61—

"After the vesting period the trustees shall forthwith make and maintain along the top of the sea slope or embankment, by the recited Dock Act of 1847 authorised, and parallel thereto for its whole length a carriage and foot road of not less than thirty feet wide *and the same shall be at all times open and accessible to the public.* Provided always that the trustees may make, maintain, and use rails and turntables and conveniences connected therewith upon, along, and across the carriage and foot road and the continuation thereof. Provided also that no such work or thing shall be done in contravention of the recited agreement of the twelfth day of June one thousand eight hundred and fifty-seven."

The trustees have recently placed gates across the roads referred to in this section.

It is much to be regretted that the Corporation did not insist upon sections 27 and 28 of the Swansea Dock Act, 1847, which preserved communications between the town and the Western Pier and the sand or sea shore, being incorporated in the Swansea Harbour Act, 1857, and provision should have been made in the later Act that in the event of the embankment being extended seaward, the 30 feet road should be removed to the top of the sea slope of any new land so formed. As this was not done the 30 feet road in its present position and condition is of little if any benefit to the public, as since the year 1857 a considerable quantity of land has been made on the seaward side of the road, thus intercepting access to the sands or seashore.

By the London and North Western Railway (New lines and additional powers) Act, 1875, the London and North Western Railway Company obtained power to acquire compulsorily the land in question, known as the South Dock embankment. The Corporation opposed this Bill before both the Lords and the Commons, alleging that if it passed in its then form the public of Swansea would be deprived of the approach to the sands so necessary from a sanitary point of view. The Bill received the Royal assent on the 19th July, 1875.

By section 25 of this Act, provision is made for a substituted road in the event of the Company interfering with the existing 30 feet road, but the road has not been interfered with and the time for so doing has now expired. The following clauses in the London and North Western Railway (New Lines) Act, 1875, were inserted by Parliament at the instance of the Corporation.

"The company shall not close or interfere with the road numbered on the deposited plans and in the deposited books of reference 2, in the parish of Swansea, until they shall have widened the roadway leading from the said road No. 2, under the railway of the company to the Oystermouth Road opposite Trafalgar Terrace so that the said roadway shall form a means of access to the beach of Swansea Bay of not less than 20 feet clear in width and until they shall have lowered the ground under the railway by means of which the said roadway is carried under the said railway to such an extent as to leave thereunder a clear headway of 10 feet in every part and so that the inclination of the said roadway where lowered shall not in any part exceed one in twenty."

"The company shall leave on the seaward side of the land acquired by them under the powers of this Act upon the shore of Swansea Bay an open space of 15 feet in width which shall be open and accessible to the public, and shall also leave two approaches to the said space from the substituted road herein-before provided, one of such approaches to be at the western and the other at the eastern end of the said substituted road. Provided that the company may resume possession of the said space of land and the approaches thereto when the site thereof is required for works by the company, but nothing in this section contained shall prejudice or interfere with the rights, powers, and authorities possessed by or vested in the said Duke of Beaufort, his heirs and assigns upon, over, or in respect of the land between the existing thirty feet road and the shore of Swansea Bay."

The open space and two approaches provided by section 28 still remain, but as the company are empowered by that section to resume possession at any time when the site thereof is required for works by the company the benefits conferred by this section may at any time cease to exist.

Now, as regards access to the seashore from the site of the Old Infirmary in a westward direction to the stream forming the western boundary of the borough, we find that until the year 1861 the public enjoyed an uninterrupted access at almost every point. But in the years 1861 and 1862 the Llanelly Railway and Dock Company obtained two Acts of Parliament, known respectively as the Llanelly Railway and Dock Act, 1861, and the Llanelly Railway and Dock Act, 1862. The Acts in question authorized the construction of the existing line of railway. Section 18 of Llanelly Railway and Dock Act, 1862, for preserving access to the sea, reads as follows:—

Section 32 enacts that

"The Company shall, at their own expense, make and maintain the works following (to wit):—

1. "An archway as high as the nature of the ground will permit under the Railway No. 1 (Swansea Lines) authorised by the Llanelly Railway (New Lines) Act, 1861, at a point opposite the south end of Bryn Mill Lane, in the parish of Swansea."

2. "A crossing on the level of their railway fit for horses, carriages, and cattle, with good and sufficient gates across the same on each side of the railway near the triangular piece of ground at St. Helen's, or at some convenient point between that piece of ground and the south end of Gorse Lane; and the manner of making and watching such level crossing shall be subject to the approval of the Board of Trade."

3. "Two good and sufficient wooden bridges fit for foot passengers, with convenient approaches and inclinations, and with proper railings or fences along each side thereof, and gates or stiles at the end thereof, one of such bridges to be made at a point between the said triangular piece of ground and Sea Beach Cottage and the other at such point near the Old Union Workhouse as the mayor, aldermen, and Burgesses of the borough of Swansea (hereinafter called the Swansea Corporation) shall by writing under their common seal direct. Provided always that the company shall not be bound to make or maintain those bridges respectively, or either of them, unless required so to do by notice from the Swansea Corporation under their common seal, after and within two years from the opening for public traffic of the Railway No. 1 (Swansea Lines), nor if, after being so required, they shall tender or pay to the Swansea Corporation the sum of fifty pounds in respect of each bridge which the Swansea Corporation shall so require them to make, and shall permit the Swansea Corporation to make and maintain the same."

And section 33 provides that

In respect of the Railway No. 6 (Swansea Lines), by this Act authorised, the company shall be bound by, conform to, and fulfil the stipulations following (to wit):—

1. "The span of the bridge or arch for carrying the railway over Bathurst Street shall be such as not to lessen the present clear width of that street."

2. "The railway shall be carried over the road leading from the west end of the South Docks towards the Oystermouth Road opposite the gasworks by means of an arch or opening of the clear width of 40 feet at the least."

3. "The road or highway in front of the Union Workhouse and extending thence towards the west end of the South Docks shall not be reduced to a less width than 40 feet in any part."

The land for the formation of this line of railway within the borough was conveyed by the Corporation to the Company in the year 1865.

By the Swansea and Carmarthen Railways Act, 1871, the Swansea Lines undertaking of the Llanelly Railway and Dock Company was vested in a new company incorporated under the name of the Swansea and Carmarthen Railway Company, and by the Swansea and Carmarthen and London and North Western Railway Act, 1873, the same was transferred by the last-mentioned company to the London and North Western Railway Company, the present owners of the line.

The foregoing is so far as I am aware the best history I can give you of the Swansea seashore and its approaches from the year 1848 to the present time. The powers conferred by the several Acts of Parliament to which reference has been made have undoubtedly materially interfered with that free access to the beach which existed before the construction of our local docks and railways, and I fear that little can now be done to improve the present state of things. I, however, beg to suggest that the harbour trustees be called upon to remove—

1. Any existing gates or barriers interfering with free access to the thirty feet road along the top of the South Dock embankment.
2. The gates across the road near the Royal Institution leading to the Burrows Lodge, as it is provided in paragraph 4 of the agreement in the second schedule to the Swansea Harbour Act, 1866, that the Corporation and their tenants shall have full right, power, and authority of entering upon and using the road in question; also that they be respectively asked to remove the gates near the South Dock Swing Bridge, as well as the gate across the road leading to the lock gate at the entrance to the basin of the South Dock.

Before closing my report I would call your attention to 29 and 30 Vict., c. 62, which as from the 31st December, 1866, transferred from the Commissioners of Woods and Forests to the Board of Trade the management of all such parts and rights and interests as then belonged to Her Majesty in right of the Crown of and in the shore and bed of the sea, and of every channel, creak, bay, estuary, and of every navigable river of the United Kingdom as far up the same as the tide flowed, except as in the said Act provided subject to the provisions of the Act, and subject also to such public and other rights as by law existed in, over, or affecting the foreshore or any part thereof.

The duties of the Board of Trade with respect to the foreshore and bed of the sea are, it would seem (*inter alia*), to protect the Crown rights, to ascertain in what parts of the coast the Crown has parted with its rights, in what parts the rights of the Crown are undoubted, and in what parts the title is doubtful, to prevent encroachments on the foreshore, and to protect navigation and other public interests. These duties are thrown upon the Board by several Acts of Parliament to which I need not here refer, and in concluding I would also suggest that in the event of further encroachments being threatened a representation be made to the Board of Trade with a view to obtain assistance in securing its prevention.

I am, &c.

JNO. THOMAS,
Town Clerk.

Guildhall, Swansea, May, 1886.

Documents handed in by Colonel Lynes, at Bala, 8th day.

No. 1.—Question 6669.

Particulars of Expenditure on the Garthmeilio Estate from 1886 to 1892.

Received.	£	s.	d.	Spent.	£	s.	d.
Rent (including shooting)	8,523	18	9	Law expenses	777	17	3
Railway money for land sold	802	13	4	Succession duty	761	3	4
				Tithes	349	15	8
				Charity	145	8	7
				Improvements, buildings, &c.	4,815	7	3
				Estate expenses	1,053	6	4
				Land bought	450	0	0
				Self	973	13	8
Total	£9,326	12	1	Total	£9,326	12	1

Arrears due from tenants, 611*l.* 13*s.* 0*d.*

No. 2.—Statement of Rents. Question 6781–3.

Garthmeilio Estate.

No.	Place.	Rent in 1859, copied from Rent Roll. £	s.	d.	Rent in 1863. £	s.	d.	Rent in 1872. £	s.	d.	Rent in 1893. £	s.	d.	Remarks.
3	Part of Home Farm, with the Ffriddod.	—			—			—			—			No criterion to go by.
4	Part of Home Farm, with the Mill Field.	—			—			—			—			Do. do.
5	Hendre	52	0	0	61	13	0	63	0	0	52	0	0	
6	Henblas	50	10	0	58	17	6	72	0	0	60	0	0	An allotment, Brynffynon, added in 1872 worth 2*l.*
7	Ty'nygraig, Ucha	34	15	0	40	10	0	46	0	0	35	0	0	
8	Llwyn y Cwbul	9	15	0	11	8	0	13	0	0	12	0	0	
12	Aiddren Ucha	60	0	0	70	0	0	75	0	0	63	10	0	
13	Aiddren Issa	116	0	0	135	0	0	142	0	0	116	0	0	
14	Rhyd yr Ewig	9	3	0	11	0	0	15	0	0	14	0	0	Land added since 1859.
15	Ffrydd Gwaer	12	0	0	14	0	0	16	0	0	14	0	0	
16	Naut y Pyd	35	10	0	41	6	8	46	0	0	40	0	0	
17	Tyn y Ffridd	16	0	0	19	0	0	22	0	0	19	0	0	
18	Llwyn Mali	42	0	0	45	0	0	49	0	0	42	10	0	
20	Tyn y Celyn	24	15	0	28	15	8	30	0	0	27	0	0	
21	Tyn y Bryn	9	17	0	11	10	0	14	0	0	12	0	0	
22	Cwm Llan	15	5	0	17	15	0	20	0	0	18	0	0	
23	Tai Newyddion	6	0	0	7	0	0	8	0	0	7	0	0	
24	Fron Bella	1	0	0	1	10	0	3	0	0	2	0	0	
25	Fron Ucha	43	0	0	50	4	0	52	0	0	45	10	0	
26	Gaer Gerrig	57	0	0	66	10	0	74	0	0	66	0	0	
27	Fach	12	12	0	14	13	6	15	0	0	14	0	0	
28	Tyn y Glyn	20	0	0	23	6	8	24	0	0	25	0	0	
33	Ty Gwyn Llan	9	10	0	11	1	6	12	0	0	11	0	0	
34	Fron Llan	—			—			40	0	0	30	0	0	Not the same quantity of land in 1863.
35	Ty Newydd, public-house and land.	22	5	0	26	11	8	34	0	0	30	0	0	
36	Ystrad Fawr	94	10	0	110	5	0	130	0	0	110	0	0	
37	Ystrad Bach	35	0	0	40	16	8	44	0	0	35	0	0	
39	Amnodd Wen	60	15	0	90	0	0	100	0	0	90	0	0	In lease in 1859.
40	Amnodd Bwll	32	0	0	37	8	4	50	0	0	44	0	0	
9	Pen y Gob	6	0	0	7	6	0	9	0	0	8	0	0	Allotment added.

Note.—The rent given for 1893 does not include the tithe which previous to 1887 was paid by the tenant.

No. 3.—Question 6786.

Colonel Lynes also handed in "particulars an
" conditions of sale of about 296 acres of highl
" improvable freehold land, tithe and land tax free
" being the allotments, set out for the purpose o
" paying the expenses of the Llangwm Inclosure, most
" eligibly situated in the several localities known as
" the Llangwm Hills, in the parishes of Llangwm and
" Cerrig-y-Druidion, and giving votes for the county;"
the sale being advertised to be by auction at the "Lion
" Hotel," Cerrig-y-Druidion, on Monday, October 16th,
1865.

List of Farms in the Parish of Llanycil with their Gross Estimated Rental in 1869 and 1893. Handed in by Mr. T. Davies at Bala. Questions 7973 and 8104 (Ninth Day).

Parish of Llanycil.

Name of Farm.	Gross Estimated Rental, 1893.			Gross Estimated Rental, 1869.		
	£	s.	d.	£	s.	d.
Penllan	27	0	0	25	0	0
Moelgarnedd ucha	80	0	0	46	0	0
Fedw	42	0	0	35	0	0
Brynmoel ucha and Bryndu	52	0	0	49	0	0
Cefn Codig	60	0	0	48	0	0
Cerrigllwydion	90	0	0	68	0	0
Gwern hefin	206	0	0	120	0	0
Fondro	52	0	0	48	0	0
Llwyn-mawr isa	40	0	0	40	0	0
Dol-llychwyn	70	0	0	54	0	0
Rafel	59	0	0	45	0	0
Ty Cerrig isa and Fron isa	126	0	0	93	0	0
Fron ucha	56	0	0	36	0	0
Cefn maes	20	0	0	14	0	0
Blaen y cwm isa	134	9	0	30	0	0
„ „ ucha	33	0	0	36	0	0
Ty cerrig ucha	30	0	0	28	0	0
Cystyllen fawr	50	0	0	40	0	0
Pen y bryn coch	35	0	0	22	0	0
Tyn ddol	45	0	0	28	0	0
Gwern biseg	32	10	0	30	0	0
Fron dderw land	120	0	0	70	0	0
Hendre du	54	10	0	36	0	0
Ffridd foel	48	0	0	36	0	0
Ty hen	23	0	0	18 5	0 0	0 0
Gwern feistrol	47	0	0	36	0	0
Cynythog isa	58	0	0	48	0	0
Cloddie	50	0	0	38	0	0
Hafod garreg	50	0	0	40	0	0
Fedwarian isa	57	10	0	50	0	0
„ ucha	62	15	0	50	0	0
Fedw lwyd	78	14	0	66	0	0
Tyn y bryn and Ty isa	44	0	0	36	0	0
Tyn y ffordd	34	0	0	43	0	0
Ty newydd	25	0	0	17	0	0
Gwern dyfrgi	40	0	0	26	0	0
Tyddynronen and Tan y coed	26	0	0	26	0	0
Pentredulog	41	0	0	44	0	0
Dyffrynwal	27	0	0	22	0	0
Frongain	44	0	0	24	0	0
Ty nant	22	0	0	20	0	0
Bryn newydd	26	0	0	12	0	0
Maes y waen	24	0	0	15	0	0
Tal y bont	50	0	0	42	0	0
Ysgubor gerrig	35	0	0	28	0	0
Tyddyn tegid	46	0	0	26	0	0
Bach Glas	39	5	0	38	0	0
Gelli	43	0	0	38	0	0
Hendre mawr	56	0	0	50	0	0
Llechwedd hen	60	0	0	50	0	0
Tyllwyd	35	15	0	30	0	0
Living	27	0	0	20	0	0
Rhyd defaid farm	55	0	0	32	0	0
Aber bleddyn	20	0	0	—		
Tyn y ffridd	50	0	0	36	0	0
Ceunant ucha	35	0	0	26	0	0
Cefn ucha	34	0	0	24	0	0
Pentre	42	0	0	25	0	0
Pencelli	45	0	0	60	0	0
Caerlion	28	0	0	24	0	0
Llwyn rodyn	35	0	0	50	0	0
Fedwrgog	42	0	0	30	0	0
Rhydlechog	37	0	0	24	0	0
Tyn y cornel	50	0	0	40	0	0
Ddol hir	52	0	0	50	0	0
Gwern gene	54	0	0	52	0	0
Brynifan	33	0	0	48	0	0
Bochraiadr	50	0	0	52	0	0
Fillfirgarreg	60	0	0	70	0	0
Amnodd wen	90	0	0	80	0	0
„ bwll	50	0	0	40	0	0
Tai hirion	76	10	0	48	0	0
Rhyd y fen	92	5	0	90	0	0
Nant yr helfa	33	0	0	30	0	0
Craig yr onw	78	15	0	34 34	0 0	0 0
Caergany						
Maes dail	64	9	0	62	0	0
Ginefel	25	15	0	28	0	0
Nantllyn	26	19	0	24	0	0

Handed in by Mr. John Jones, of Troedybanc at Bala. Question 8163 (Ninth Day). (*See also* Questions 16,378–382. Nineteenth Day.)

Private.

Rhiwlas, Bala, North Wales,
October 1885.

Dear Sir,

Although as you are aware I anticipated the Ground Game Act which has granted the farmer a legal right to kill rabbits, provided he can afford to buy ammunition and a gun, is not afraid to let it off, can hit the rabbit when he does, and does not mind paying a heavy tax for the privilege of doing so, by allowing my tenants to destroy the rabbits upon their farms many years before such a measure was ever dreamt of, as I have also done the Agricultural Holdings Act long before such an Act ever entered the heads of any politician by having for a lengthened period paid all my tenants full compensation for improvements should they ever quit the estate, which I am happy to say is an event of extremely rare occurrence. Still I find that many tenants are slow to take advantage of the permission to destroy rabbits, under a mistaken, though most kind and creditable feeling, that such a course is displeasing to their landlord. I therefore adopt this method by addressing to each tenant a circular letter to assure them that such is not the case, and to beg their assistance and co-operation in destroying without mercy, and at all times and seasons when convenient, these little pests of which no one as a farmer has a greater abhorrence than myself, and I hope that their destruction may by the sale of the rabbits assist many of the farmers in the payment of their rents, besides providing a change of wholesome food for their families. My head keeper will as heretofore always be happy to purchase from tenants any full grown rabbits that may be brought to him alive, and as it is some years since the permission to kill rabbits upon the Rhiwlas estate was first granted, I think it desirable to repeat for your guidance the conditions upon which this concession is granted and the non-fulfilment of which will vitiate all claim to the privilege.

1. The rabbits to be killed with ferrets and nets only.
2. Each tenant with his sons or other persons resident in his house deputed in writing by himself, to kill rabbits on his own farm only, and not at any time to assist his neighbours by giving them the use of his men, dogs, ferrets, or nets.
3. The tenants not to ferret in the hedges surrounding the covers, or inside the covers, which are my property, and in my own occupation.
4. To inform the keepers of any trespassers who they may detect interfering with the hares, rabbits, or other game upon their farms, or if they find any traps or snares set upon their lands or in their hedges.

It may not be out of place here to express a hope that the tenants will as they have hitherto always so kindly done continue to render my residence on my own property a pleasure by protecting as far as lies in their power the hares and other game upon the farms.

* * * * *

I am,
Your very sincere friend,
R. J. Ll. Price.

The following are translations of two other documents, relating to the same matter, and subsequently handed in by Mr. R. J. Ll. Price:—

I.—A Stiff Cardboard Notice.

[Issued in 1882.]

Rules to be observed by the Rhiwlas Tenants when killing Rabbits on their Farms.

(1.) The rabbits to be killed with ferrets and nets *only*. The gun will not be allowed on any account.

(2.) The only persons who may kill the rabbits are the tenant himself or his sons, or other persons resident in his house, and deputed in writing by himself, and that on his own farm only, and not at any time to assist his neighbours by giving them the use of his men, dogs, ferrets, or nets.

(3.) The tenants not to ferret in the hedges surrounding the covers, or inside the covers, which are my property, and in my own occupation.

(4.) To inform the keepers of any trespassers who they may detect interfering with the hares, rabbits, or other game upon their farms, or if they find any traps or snares set upon their lands or in their hedgerows.

R. J. Ll. Price.

Please put up this notice in a conspicuous place.

II.—Circular to Tenants.

Rhiwlas Estate Office,
Bala, North Wales,
. . . . December , 1892.

As Mr. Price has received complaints from some of his tenants that rabbits have caused them loss, he desires it to be understood that every one who may be so annoyed by them, and fails to exterminate them, should send a letter to his chief keeper, who will cause them to be exterminated forthwith.

Your truly,
For R. J. Ll. Price, Esq.,
Edward Watkins.

Handed in by Mr. Griffith Price at Dolgelley, Question 8917 (Tenth Day).

No. 1.

List of Farms consolidated in the District of Llanfachreth.

Penarwnion, Tyddyn rhiw, and Ty cerrig.
Gelli and Allt y Carw.
Ceimarch and Ty'n y Ffridd.
Coedmawr and Cae howel.
Ty Isaf and Pantypiod.
Nannau and Maesybrynar.
Ty Mawr and Alltfelen.
Ca'n y coed and Dolfrwynog.
Ty'n y simdde and Ty hir.
Ty'n y simdde and Bwlchyrhoswen.
Esgairgawr and Bryn tynoriaid.
Lletty wyn and Rhyd Goch.
Brynllin, Defeidiog, Brynllinfach.
Cwmhesgan, Dol cenawon, and Brynllinfach.

No. 2.

List of Farms in same District, with their Rentals in 1843 and 1893 compared.

Name of Farm.	Rent in 1843.			Rent in 1893.			The Difference between old Rent and present.		
	£	s.	d.	£	s.	d.	£	s.	d.
Tyddyn Bach -	70	0	0	78	0	0	8	0	0
Boetheog - -	68	0	0	82	10	0	15	0	0
Bychesydd -	64	9	6	70	0	0	5	10	6
Tanyfoel - -	51	8	0	70	0	0	18	12	0
Dol uwch afon -	55	0	0	58	0	0	3	0	0
Ty Cerrig -	47	0	0	50	0	0	3	0	0
Gellfachreth - -	53	17	6	60	0	0	6	2	6
Cae Crwth -	37	16	0	39	10	0	1	14	0
Coed mawr - -	53	0	0	62	0	0	9	0	0

Documents handed in by Mr. W. R. M. Wynne, of Peniarth, at Barmouth (Eleventh Day).

No. 1.—List of Holdings on the Peniarth Estate, showing the Proportion of Enclosed to Unenclosed Land (or "ffriddoedd"). Question 9466.

Name of Holding.	Enclosed.	Unenclosed.
Parish of Llanegryn.	Acres.	Acres.
Glanmachlas - - -	390	680
Talybont - - - -	263	103
Tirgawen - - -	277	210
Ty Mawr - - - -	75	40
Henshop - - -	119	92
Bodowyn - - -	111	65
Rhydyrhiw - - -	119	73
Cemmaes - - -	100	84
Pen y Wern - - -	74	22
Peniarth Ganol - -	76	50
Waen - - -	79	90
Bryngwyn - - -	9	—
Nant - - - -	99	100
Celmi - - - -	65	41
Blaidd and Bredyn fach -	67	60
Caermynach - - -	51	50
Glan y Wern - - -	28	20
Bredyn fawr - - -	58	70
Tyn Llan - - -	27	13
Ty Newydd - - - -	17	—
Tyn y Pwll - - -	35	—
Pen y Ceunant - - -	26	5
Glanymorfa bach - -	27	—
Bryn yr Eglwys - -	20	—
Llwyn y fynwent - - -	18	12
Gilfach y gog - - -	10	—
Ty bach ffordd - - -	12	—
Trychiad - - -	27	20
Cilsarn - - - -	10	—
Tyddyn bach - - -	7	6
Tairmynydd - - - -	5	—
Rhiwfelen - - - -	9	—
In hand: Butcher Row meadow -	42	—
In hand: Cae Rhos and Cae'r Efail	12	—
In hand: Part of Ffridd Fynon y Fron.	25	—
In hand: Parc Bryn Tudur -	14	—
	2,394	1,906

Name of Holding.	Enclosed.	Unenclosed.
Parish of Towyn.	Acres.	Acres.
Cilceurmaes - - - -	93	25
Braich yr henllys - -	87	—
Pont Fathew - - -	20	—
Tyddyn bach - - -	8	—
Wern Lwyd meadow - -	9	—
Ty'n yr eithin - - -	58	—
Glan y morfa - - - -	67	—
Gwyddelfynydd - - -	374	99
Perfeddnant - - -	634	265
Llanerch goediog Uchaf - -	115	226
Do. Isaf - -	89	—
Crynllwyn - - -	101	—
Geufron - - -	129	—
	1,784	615
Parish of Llangelynin.		
Trefaes - - - - -	137	—
Bach y sil - - - -	52	—
Graig Faden - - -	13	—
Cefn Camberth - -	—	—
Tonfannau - - - -	128	59
Llechlwyd - - -	150	83
	480	142

Totals.

Parish.	Acres enclosed.	Acres unenclosed.
Llanegryn - -	2,394	1,906
Towyn - - -	1,784	615
Llangelynin - -	480	142
Total - -	4,658	2,663

No. 2.—Statement of Expenditure in respect of Dysynny Drainage. Question 9534.

Dysynny Drainage.

Special Rates for Construction of Works.

Date of Rate.	Amount of Rate.	Proportion thereof paid by Peniarth Estate.
	£ s. d.	£ s. d.
1868, May 26 - -	1,400 0 0	377 6 0
1870, October 6 - -	26,286 12 3	8,195 16 10
	£27,686 12 3	£8,573 2 10

Maintenance Rates.

Date of Rate.	Amount of Rate.	Proportion thereof paid by Peniarth Estate.
	£ s. d.	£ s. d.
1868, May 26 - -	300 0 0	80 17 0
1870, October 6 - -	150 0 0	46 15 4½
1871, May 6 - -	148 14 8½	46 15 4½
1871, August 9 - -	148 14 8½	46 15 4½
1871, October 31 -	74 7 4	23 7 8½
1872, January 19 -	148 14 8½	46 15 4½
1872, July 18 - -	297 9 4	93 10 10
1872, November 18 -	148 14 8½	46 15 4½
1873, July 8 - -	297 9 5	93 10 9
1874, February 5 -	297 9 5	93 10 9
1874, October 2 - -	446 4 1½	140 6 1½
1875, August 5 -	446 4 1½	140 6 1½
1876, June 2 - -	495 15 8	155 17 11
1877, March 2 - -	594 18 10	311 14 0
1877, October 5 - -	396 12 8	213 1 8
1878, September 6 -	495 15 8	265 19 7
1879, October 3 - -	495 15 8	269 9 10
1880, September 30 -	495 15 8	269 10 0
1881, September 30 -	345 15 7	188 12 11
1882, September 29 -	345 15 7	188 12 11
1883, September 28 -	345 15 7	188 12 11
1884, September 26 -	297 9 5	161 13 7
1885 - - - -	No rate; balance in hand.	
1886, May 7 - -	247 0 0	134 14 8
1887, March 4 - -	148 4 3	81 10 11
1887, June 14 - -	296 8 6	163 3 4
1888, July 6 - -	296 8 6	163 3 4
1889, November 9 -	197 12 5	108 15 6
1890, November 7 -	247 0 6	135 18 11
1891, November 6 -	296 8 6	163 3 3
1892, October 20 -	247 0 6	135 18 11
	£9,189 16 1	£4,219 0 4

Documents handed in by Mr. Walter B. C. Jones at Port Madoc (Twelfth Day).

A.—List of Holdings on Gwynfryn Estate whose rents were reduced by Mr. Robert Thomas. Questions 10,327–9, 11,203–5.

Holding.	Rent before Valuation.	Reduced by
	£ s. d.	£ s. d.
Caedu - - - -	16 0 0	0 10 0
Tyddyn hen - - - -	32 0 0	3 0 0
Glan y gors - - -	9 0 0	3 0 0
Bryneithin - - - -	7 7 0	0 7 0
Bryngro Farm - - -	63 0 0	1 10 0
Rhwngddwy Afon - - -	14 10 0	3 10 0
Bodychain: H. Davies - -	57 0 0	3 10 0
Pentyrch Issa - - - -	151 0 0	4 10 0
Rhiwabon - - - -	13 0 0	1 0 0
Brynbeddau - - - -	49 0 0	5 0 0
Hendre - - - -	67 0 0	4 0 0
Pant-yr-rhos - - - -	8 0 0	0 10 0
Tyddyncruthor - - -	28 0 0	2 0 0
Yscubor Fawr - - - -	31 0 0	1 0 0
Scubor Hen - - - -	114 10 0	1 10 0
Llwyneryr - - - -	54 10 0	3 0 0
Bontfechan - - - -	15 0 0	1 0 0
Ffriddlwyd Mill - - -	45 0 0	7 10 0

B.—Examples of Holdings on Gwynfryn, Plashên, Mynydd Ednyfed, Cefn-deuddwr and Hengwrt-ucha Estates, showing the Acreage, the Rent in 1872, the Expenditure 1872–1892, and Present Rent.

Estate.		Acreage.	Rent in 1872.	Amount spent on Holding from 1872 to December 31, 1892.	Rent in 1893, exclusive of Tithe.	Remarks.
No. 1.—Gwynfryn Estate.						
Llanllyfni Parish.		A. R. P.	£ s. d.	£ s. d.	£ s. d.	
Bryngwdion - -	William Jones (now Robert Jones).	171 1 24	150 0 0	327 5 11	150 0 0	Sold. 200*l.* allowed tenant, who claimed 819*l.*, or nearly one-sixth of the price realised by auction.
Brynmawr - -	William Evans and J. Roberts.	39 3 19	32 0 0	151 18 9	34 10 0	Sold.
Tyddyn-hen - -	Morris Jones (now John Jones).	33 3 6	32 0 0	47 13 2	29 0 0	Sold.
Clynnog Parish.						
Bryn-y-gro -	Griffith Evans -	95 0 27	63 0 0	106 17 4	61 10 0	Sold. Tenant allowed 14*l.*, claimed 36*l.* 12*s.* 10*d.*. Purchased by tenant.
Bryn-y-gro Mill -	Owen Owens - -	8 3 36	21 0 0	305 17 7	26 0 0	Sold. Purchased by tenant.
Bodychain (North)	Humph. Davies -	74 0 0	52 0 0	97 10 8	53 10 0	Sold. Purchased by tenant, who claimed 316*l.* 17*s.* 6*d.*, and was allowed 50*l.*
Bryn Groes -	Robert Jones (now John Jones).	33 2 26	42 0 0	71 9 10	43 0 0	Sold. Tenant allowed 30*l.*, claimed 72*l.* 17*s.* 6*d.*
Glanrafon - -	Thomas Williams (now Griffith Evans)	136 2 7	70 0 0	151 5 8	72 0 0	Sold. Tenant allowed 15*l.*, claimed 15*l.*
Foel-Ganol - -	Robert Owen (now Mrs. Owen).	15 1 14	14 14 0	170 17 6	18 0 0	Sold. Purchased by tenant, who was allowed 26*l.*, claimed 61*l.* 17*s.* 0*d.*
Foel-Issa - -	William Ellis (now Robert Roberts).	64 0 22	32 0 0	181 7 6	36 10 0	In lease now at same rent. Lease will be put in.

Estate.		Acreage.			Rent in 1872.			Amount spent on Holding from 1872 to December 31, 1892.			Rent in 1893, exclusive of Tithe.			Remarks.
Llanfihangel-y-Pennant.		A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.	
Llecheiddior Mill -	Robert Pritchard (now William Evans).	7	1	10	40	0	0	459	9	6	42	0	0	
Llangybi Parish.														
Pentyrch Issa -	Robert Roberts (now Jason Jones).	209	0	30	151	0	0	400	15	5	160	0	0	
Llanystumdwy Parish.														
Tyddynewcallt -	John Jones - -	27	0	35	19	0	0	188	9	5	23	10	0	
Brynbeddau and Ffridd	David Pritchard (now Morris Parry).	53	1	13	49	0	0	277	8	7	44	0	0	It is intended to increase this rent, as an excellent house has been built.
Tyddyn-du - -	John Evans (now William Jones).	64	2	25	54	10	0	25	14	11	48	10	0	
Hendre - - -	Rowland Hughes (now Ann Hughes).	65	0	32	67	2	0	47	3	5	63	0	0	
No. 2.—Plashen Estate.														
Tyddyn Cruthor -	John Evans - -	20	2	30	23	0	0	273	9	8	26	0	0	
Yyscubor Fawr -	Jane Evans (now William Williams).	33	2	8	31	0	0	64	18	7	30	0	0	
Maesgwyn - -	Hannah Evans -	12	3	19	21	0	0	72	17	11	10	0	0	29*l.* now.
	William Williams -	22	0	24				190	8	9	13	0	0	
	Owen Hughes -	12	0	38				—			6	0	0	
Hidiart - -	Henry Huges (now Hugh Williams).	8	1	26	11	10	0	125	3	5	11	10	0	
Ffriddlwyd Mill -	Anne Jones (now John Roberts).	10	3	39	45	0	0	104	14	8	37	10	0	
Tynlon Afonwen -	John Jones - -	16	1	7	22	0	0	55	7	6	23	10	0	10*s.* allowed every other year.
Ty Croes - -	Griffith Jones (now Hugh Hughes).	7	2	13	10	0	0	30	4	10	10	10	0	
Scubor-hen -	William Williams -	81	0	11	114	10	0	277	11	6	113	0	0	
Gaerwen - -	Robert Pritchard -	142	1	34	84	0	0	257	4	7	84	0	0	
Llwyn Eryr, &c. -	Anne Owen - -	66	1	38	48	0	0	205	14	7	51	0	0	
Penybrynucha -	Robert Roberts (now Griffith Pritchard).	42	2	28	37	0	0	138	8	7	42	0	0	
Ynysgraianog -	Robert Thomas (now William and Phebe Jones).	61	0	21	33	0	0	314	16	0	37	0	0	
Llwynforwyn - -	John Williams -	15	0	23	16	0	0	143	9	8	17	10	0	Estimated cost 137*l.* 18*s.* 8*d.*; actual cost, 5*l.* 11*s.*
Llwynannas, &c., Part of Bryntirion	Jane Williams (now William Williams).	18	3	25	12	0	0	307	1	4	20	10	0	N.B.—4*l.* 10*s.* of the increased rent is due to addition of land, *see* remarks, 3*l.* 10*s.* increase 1875, 4*l.* 10*s.* Bryntirion.
					4	10	0							
Tynlon Plashen -	David Pritchard (now John Jones).	14	0	28	16	0	0	69	7	7	16	0	0	
Tyuyffridd, &c. -	John Williams (now Owen Ellis).	3	0	0	8	10	0	177	0	7	8	15	0	
Bryngwynt - -	William Williams -	15	3	3	22	0	0	177	9	4	23	0	0	
No. 3.—Mynydd Ednyfed Estate.														
Beudy Glas - -	William Griffith (now John Griffith).		—		80	0	0	74	1	0	80	0	0	
Fach-goch - -	Hugh Griffith (now Owen Owen).		—		47	16	0	91	19	4	47	16	0	Sold.
Do. - - -	Walls and drains 1875		—			—		23	18	6		—		
Tai-cochion - -	John Thomas (now Mary Thomas).		—		21	0	0	96	19	3	25	0	0	Sold.
No. 4.—Cefndeuddwr Estate.														
Cefndeuddwr- -	Robert Griffith (now Rowland Evans).	504	3	8	89	0	0	205	2	1	89	0	0	
Glan-eden - -	Cornelius Owen -	12	3	26	6	0	0	45	18	11	6	0	0	
General repairing -	Materials, &c. -		—			—		176	17	11		—		
No. 5.—Hengwrt Ucha Estate, near Dolgelley, Merioneth.														
Cefngaer - -	Catherine Evans (now		—		190	6	4	140	0	0	140	0	0	
Do. sheep walk	- - - - -	234	0	0		—			—			—		
Morben Issa - -	John Evans (now Evan Evans).		—		39	4	5	40	0	0	40	0	0	
Cae Einion - -	David Evans -	234	0	23	11	10	2	28	0	0		—		Sold.
Maesyrynn - -	Anne Evans - -	66	3	5	14	5	7	16	3	0		—		Sold.
Hafod-twyll -	John Jones - -	342	1	13	95	10	10	50	0	0		—		Sold.
Cefngoed - -	David Jones (now Daniel Jones).	196	0	13	130	19	10	40	0	0	39	16	6	
Cefngoed - -	Drainage - -		—		124	10	8		—			—		
Werniago - -	Eliza Humphreys (now David Evans).	120	1	24	22	10	4	74	0	0	74	0	0	

Handed in by Mr. Michael Jones, C.C., at Pwllheli (Thirteenth Day). Question 10,922.

Table giving Specimens of Rents increased in the Pwllheli District during the last 50 years.

Parish.	Farms.	Estate.	Year.	Rent. £ s. d.	Estate.	Year.	Rent. £ s. d.	Remarks.
Llanaelhaiarn	Charity	Dr. Lewis	1873	200 0 0	Dr. Lewis	1883	280 0 0	
	Bronmiod	Rhiwlas	1843	80 0 0	Gwynfryn	1893	126 0 0	
	Moelfre fawr	Glynllifon	1879	100 0 0	Glynllifon	1893	120 0 0	
Carngiwch	Carngiwch fawr	Trallwyn	1851	95 0 0	Trallwyn	1886	143 0 0	
Llangybi	Glasfryn fawr	„	1869	100 0 0	„	1888	120 0 0	Part annexed to another farm as well.
	Tan y Bryn	Incumbent of Dolyddelen.	1874	24 0 0	Incumbent of Dolyddelen.	1893	32 0 0	
	Pentyrch uchaf	Rhiwlas	1853	60 0 0	Glasfryn	1893	120 0 0	
	Pentyrch, O. R.	„	1853	81 0 0	„	1893	150 0 0	Now, in three different farms, only improvement done by landlord was the erection of one small house.
	Cae'r ferch, W. J.	Trallwyn	1843	35 0 0	Broom Hall	1893	56 0 0	
	Tyn y llan	Rhiwlas	1843	12 0 0	Gwynfryn	1893	35 0 0	
	Cae'r tyddyn	„	1852	28 7 0	„	1893	44 10 0	
	Cae Newydd	„	1866	63 0 0	Glasfryn	1893	110 0 0	Includes ground rent of Angorfa and Frongoch. About 500*l.* spent by the late tenant in improvements.
	Tir Bach	„	1866	8 10 0	„	1893	20 0 0	
	Coed cae Bach	Williams, Rhiw	1871	90 0 0	„	1893	130 0 0	Part has been annexed to another farm as well.
	Tyddyn Uchaf	Incumbent of Bodvean, &c.	1826	22 1 0	Incumbent of Bodvean, &c.	1893	64 0 0	
Lanarmon	Plas du	Rhiwlas	1866	120 0 0	Broom Hall	1893	160 0 0	Part annexed to another farm as well.
	Penarth uchaf	Williams, Rhiw	1871	100 0 0	„	1893	150 0 0	Part has been taken off. About 1,000*l.* or more has been spent by the tenant in improvements. Received only 100*l.* as compensation.
	Ty Newydd	Rhiwlas	1866	8 10 0	Glasfryn	1893	27 0 0	

Documents handed in by the Hon. Colonel West, at Carnarvon (Fifteenth Day).

No. 1.—(Printed.) Regulations as to the unallotted portion of Llandegai Mountain will be enforced after the 12th May 1879. Question 11,951.

1. No ponies will be allowed to be turned out.

2. No one who holds less than five acres of land will be allowed to keep sheep on the mountain.

3. Those who hold less than five acres of land, and who now keep one cow each, will be allowed to continue to do so, on payment of 10*s.* a year, from the 12th May 1879, but they must attend at the estate office, and sign an agreement to this effect. This privilege is not to be sub-let.

4. Those who hold five acres of land and upwards, and who have permission to turn stock on the mountain, will be allowed to keep two sheep there for every acre of their holding. One cow will be considered as equivalent to ten sheep.

*5. No stock to be turned out between the 30th November and the 1st May.

*6. No turf or rushes to be cut, [without permission and only at times to be specified.]

William E. Sackville West.

Penrhyn Estate Office,
12th May 1879.

No. 2.—Agreement for Cow Pasture. Question 11,951.

Agreement made this day of 18 , between The Honourable William Edward Sackville West, of Limegrove, in the County of Carnarvon, as agent for and on behalf of The Right Honourable Lord Penrhyn, of Penrhyn Castle (the landlord), of the one part, and Mr. in the Parish of Llandegai, and County of Carnarvon (the tenant), of the other part:

Whereby the landlord agrees to let, and the tenant agrees to hire, the right of depasturing one cow on the unallotted portion of Llandegai Mountain, from the day of 18 . The tenancy to be from year to year and the rent to be ten shillings a year, payable half-yearly, on the 12th May and 12th November, subject to one month's notice to terminate this agreement expiring on either of the above-named days. The rent to be recoverable by distress in the usual way. As witness the hands of the parties.

Witness:—

No. 3.—Notes as to Penrhyn Manors, &c., being a letter from Mr. H. Barber (steward of Lord Penrhyn's Manors) to Colonel West. Question 12,183.

Land Commission.

My Dear Sir, Bangor, North Wales.

In answer to your letter of 22nd I do not know of any "copyhold" or "customary" tenures in North Wales. Vague reports are made of copyhold in South Wales. I never saw any evidence of them, and suspect them to be mere encroachments like the well-known "Cote property" in the eastern counties.

Inclosures.

Caerhun Inclosure Act. } 13 & 14 Vict. c. 8. (1850).
Llanbedr-y-Cenin do. }

The order of the Inclosure Commissioners was made to Lord Anglesey's trustees. The date of the order is confusing. It only took effect in favour of Edward Lord Penrhyn by virtue of an old reported case, not now easy to find.

* Note by Secretary:—
Rule No. 5 was struck out in the copy handed in.
The words enclosed in brackets in No. 6 had been added in red ink.

The conveyance to him (including Gorswen and about 213 acres of allotment) is dated August 1856, from Anglesey, &c. The enclosure of the allotments generally were from about 1854 downwards.

Lord Penrhyn had nothing to do with the awards, or the enclosure, no allotment being made by him, he not having any lands in Caerhun or Llanbedr, but taking afterwards from Lord Anglesey, &c.

He was prominent in the matter of the disturbances with Lord Newborough (chairman) and others at quarter sessions, but merely in the maintenance of the peace, not as a landowner.

PENRHYN MANORS.

In addition to our conversation 17th instant, I should tell you that appointments by Lord Penrhyn are registered with clerks of peace of gamekeepers for following manors (five):—

1. Penrhyn.
2. Tir Evan Ysbytty.
3. Eidda.
4. Vill of Penmachno.
5. Aber.

Lands not manors:—

Llanllechid.
Bangor.
Llanddeiniolen.
Llanrwst (Denbighshire).

The Manor of Penrhyn has been much insisted upon. Mr. Dawkins Pennant registered.

All the manors may be cited from public records. It would be dangerous to drop them, not merely for game purposes.

Yours faithfully,
(Signed) H. BARBER.

Colonel the Hon. W. E. Sackville West,
Penrhyn Estate Office, Bangor.

No. 4.—SIZE of HOLDINGS on PENRHYN ESTATE. Question 12,005.

——	200 Acres and Upwards.	Over 100 Acres and not exceeding 200.	Over 50 Acres and not exceeding 100.	Over 20 Acres and not exceeding 50.	Over 2 Acres and not exceeding 20.	2 Acres.	Under 2 Acres.	Total Number of Tenants.
Lowland - -	9	38	66	67	339	—	*873	—
Number of tenants.	—	—	—	—	—	—	†128	1,660
Mountain farms	57	16	9	4	3	—	‡51	—

*Cottages with gardens from $\frac{1}{10}$ to $\frac{1}{4}$ of an acre, chiefly occupied by quarrymen. (In addition to these cottages with gardens, there are about 450 leasehold cottages with gardens from $\frac{1}{4}$ to one acre each.)
† Garden allotments without gardens chiefly occupied by quarrymen.
‡ Cow pasture on mountain, chiefly occupied by quarrymen.

WILLIAM E. SACKVILLE WEST.

Handed in by Mr. J. BRYN ROBERTS, M.P., at CARNARVON.—Question 13,143. (Sixteenth Day.)
1881.—A.—No. 1181.

IN THE HIGH COURT OF JUSTICE,
CHANCERY DIVISION.

VICE-CHANCELLOR HALL.

[Folios 11.]

Writ issued the 5th day of August, 1881.

Between George William Duff Assheton-Smith - - - - } Plaintiff,
and
Rowland Hughes - - - }
Owen Pritchard - - }
Hugh David Jones - - }
David Lewis - - - }
Ann Roberts, widow - - } Defendants.
Robert Jones - - - }
William Lewis - - - }
Richard William Thomas and - }
John Owen - - - - }

STATEMENT OF CLAIM.

Delivered the 14th day of December 1881, by Mr. Frederic Brooke, of 51, Lincoln's Inn Fields, in the county of Middlesex, agent for Messrs. Turner and Allanson, of Bron Seiont, Carnarvon, Solicitors for the Plaintiff.

1. The plaintiff is Lord of the Manor of Dinorwic in the parish of Llanddeiniolen in the county of Carnarvon and is in the possession and occupation of the moors lands and closes surrounding the public turbary or common of turbary called or known as Fawnog-y-go in the said parish and is owner of the soil of the said turbary which is within the said manor.

2. The Defendants are inhabitants of the said parish and occupy messuages or tenements therein having right of common of turbary in and upon so much of the said turbary called Fawnog-y-go as remains unenclosed.

3. There is free and open access to the said turbary by means of or over a road running to and alone the same.

4. The Defendants have at various times within the past two years and before the issue of the writ in this action trespassed and they continue and threaten and intend to continue to trespass in and upon the said public turbary by pasturing and sending or driving thereon for the purpose of pasture divers horses sheep and cattle.

5. The Defendants have also at various times within the said two years last past and before the issue of the writ in this action trespassed and they continue and threaten and intend to continue to trespass in and upon the Plaintiff's said moors lands and closes adjacent to and surrounding the said public turbary by pasturing thereon or sending or driving thereon for the purpose of pasture and by permitting to go or stray thereon cattle sheep and horses.

6. The Defendants have also within the times aforesaid and in addition to the trespasses stated in paragraph 5 trespassed and they still trespass and threaten and intend to continue to trespass upon the said moors and lands adjacent to or surrounding the said turbary by going in and upon the same.

7. The Defendants have also within the times aforesaid and in addition to the trespasses stated in paragraph 4 trespassed and they still trespass and threaten and intend to continue to trespass upon the said turbary by going in and upon the same for purposes other than for the purpose of cutting saving or taking away turves or of exercising their aforesaid right of common of turbary.

THE PLAINTIFF CLAIMS—

1. An injunction to restrain the Defendants their servants and agents from trespassing on the Plaintiff's said moors lands or closes and from sending thereon any cattle sheep or horses and

from going in or upon the said turbary except for the purpose of cutting saving or taking away turves upon and from the places allotted or marked out for the purpose of common of turbury for the use of the public and not enclosed and from sending any cattle sheep or horses on the said turbary and from permitting any cattle sheep or horses sent by them on the said turbary to stray therefrom on the Plaintiff's adjoining moor lands or closes.

2. Damages for the trespasses complained of.
3. The cost of this action.
4. Such further or other relief as the nature of the case may require.

MEMORANDUM in the hand-writing of the late Rev. JOHN OWEN, of TY'NYLLWYN.

Handed in by Mr. WILLIAM OWEN at CARNARVON. Question 13,336. (Sixteenth Day.)

"An estimate of the expense of the cartage towards buildings, fences, and drains of Ty'nllwyn Farm, from May 1855 until July 1864.

	£	s.	d.
House	200	0	0
The outbuildings (including the shed at Waenllechwyn)	300	0	0
Drains (including the filling up of about 12 acres)	180	0	0
Road and bridge	120	0	0
Walls and fences	141	0	0
Trespass upon the farm for six years at 12*l.* a year	72	0	0
Boundary wall	18	0	0
Pool and mill	20	0	0
	£1,051	0	0

The present condition of the farm compared with its condition 10 years ago when entered by the present tenant:—

1854:—

Oats with no manure, 43 acres.
Wheat „ „ 18 „
Turnips and potatoes, 14 acres.
Barley and oats sown with ryegrass and clover, 20 acres.
The best land upon the farm ploughed.

1864:—

Oats with no manure, 17 acres.
No wheat ever sown.
Turnips and potatoes, 16 acres.
Oats and barley sown with ryegrass and clover, 20 acres.
None of these containing the first land upon the farm.

In the course of these 10 years about 100 acres have been topdressed for hay and pasture. Eight acres of waste land have been reclaimed, and 15 partly so.

	£	s.	d.
Difference	250	0	0
	1,051	0	0
	£1,301	0	0

DOCUMENTS put in by Colonel WYNNE FINCH at LLANRWST (Seventeenth Day).

No. 1.—VOELAS ESTATE.

EXTRACT from VALUATION in 1870. Question 13,715.

Farms.	Former Rents. £	s.	d.	Amount let for. £	s.	d.
Llanrwst Parish.						
Tyddynbach	13	0	0	18	10	0
Rhydycreua Farm	142	10	0	155	0	0
Plastirion	148	0	0	150	0	0
Gallt r'efal	29	10	0	35	0	0
Tyddynhen	21	0	0	33	0	0
Fedw	28	0	0	43	0	0
Tyntwll	52	0	0	52	0	0
Garthypigau	60	0	0	65	0	0
Tyddynllwarch	40	0	0	35	0	0
Nantygarnedd	22	0	0	25	0	0
Tyddyndu	50	0	0	50	0	0
Bryn fawnog	35	0	0	38	0	0
Sofian	50	0	0	55	0	0
Graig-goch	40	0	0	38	0	0
Tyddyniolyn	15	0	0	16	0	0
Pantypwll	9	0	0	9	0	0
Tynybwlch	5	0	0	5	0	0
Tynycae	18	0	0	24	0	0
Cwmanogisa	9	0	0	11	0	0
Cwmanogucha	13	0	0	16	0	0
Aberauhirion	34	0	0	34	0	0
Aberauhirion	38	0	0	38	0	0
Tynycoed	33	0	0	41	0	0
Aberauhirion	34	0	0	34	0	0
Baucog	52	10	0	52	10	0
Moenwrch isa	60	0	0	60	0	0
Moenwrch ucha	89	0	0	97	0	0
Bron haul	7	10	0	8	0	0
Caehaidd	72	0	0	90	0	0
Caregyfran	16	0	0	16	0	0
Gwahallwy	43	10	0	56	0	0
Hafod tygwyn	25	0	0	37	0	0
Tynypant	20	0	0	24	0	0
Hafod Esgob	18	0	0	18	0	0

Farms.	Former Rents. £	s.	d.	Amount let for. £	s.	d.
Pentrevoelas.						
Ffridd y bryniau	17	0	0	17	0	0
Trebeddau	48	10	0	54	0	0
Tyn y bryn	90	0	0	107	0	0
Bryn y ffynnon	8	0	0	13	0	0
Maesgwyn	115	0	0	126	0	0
Cefn y gadfa	50	0	0	70	0	0
Maes y merddyn	80	0	0	104	0	0
Bryniau brithion	96	0	0	150	0	0
Hafod y garreg	135	0	0	150	0	0
Tainymaes	132	10	0	151	0	0
Voelas Arms Inn and land	214	0	0	190	0	0
Felin y foelas	30	0	0	30	0	0
Nant	67	0	0	90	0	0
Cefngarw	33	0	0	43	0	0
Caegwyn	70	0	0	85	0	0
Cefnrwyn	17	10	0	17	10	0
Tai tanlan	51	0	0	65	0	0
Gorsung	32	10	0	35	0	0
Hafod dimbych	92	10	0	108	0	0
Fron ucha	44	0	0	65	0	0
Fron isa	32	0	0	55	0	0
Brynheulyn	60	0	0	72	0	0
Cwstyllyn	47	0	0	67	0	0
Cerniogebach	135	0	0	170	0	0
Cerniogemaur	130	0	0	141	0	0
Cefnrhyd	46	10	0	60	0	0
Hafodymaidd	240	0	0	230	0	0
Plas do.	104	10	0	100	0	0
Tynant	47	0	0	50	0	0
Total £	3,607	10	0	4,094	10	0

No. 2.—Cefnamwlch Estate.

Extract from Valuation in 1870. Question 13,715.

Farms.	Former Rents. £ s. d.	Amount let for. £ s. d.
Nefyn Parish.		
Pen y palment	25 0 0	19 0 0
Tir pen y palment		7 0 0
Do.		4 10 0
Edern.		
Lonlas	6 10 0	6 10 0
Bwlch y priddyn	5 6 0	5 6 0
Porth dinlleyn	354 10 0	354 10 0
Felin Edern	84 0 0	84 0 0
Tyn y llan	67 0 0	75 0 0
Bron y gors	6 0 0	7 10 0
Pentre'rgors	15 0 0	16 10 0
Shop Edern	54 0 0	54 0 0
Pwllclai	15 0 0	15 0 0
Cae'r odyn	6 10 0	6 10 0
Tanyffordd	6 0 0	6 0 0
Cefn Edern	50 0 0	60 0 0
Caebach	7 10 0	12 0 0
Tybôl	9 0 0	12 0 0
Tir tynycae	6 0 0	10 10 0
Hendre	27 1 0	27 1 0
Caeglas	36 5 0	50 0 0
Bryngwydd	50 0 0	58 0 0
Min y rhos	5 10 0	5 10 0
Pentre'r llech	18 0 0	18 0 0
Tydweiliog.		
Bryn ogof lwyd	45 0 0	55 0 0
Bryniau	80 0 0	90 0 0
Brynbychan	7 0 0	7 10 0
Pant	15 0 0	20 0 0
Bronhadlog	9 10 0	10 0 0
Glanygors	8 0 0	9 0 0
Caenewydd	17 0 0	17 0 0
Bryn rhydd	30 0 0	33 0 0
Hirdre isa	37 10 0	37 10 0
Hirdre fudr	146 10 0	176 0 0
Hirdre bach	63 0 0	63 0 0
Hirdre fawr	108 0 0	130 0 0
Pantgwyn	29 0 0	30 0 0
Muriau duon	18 0 0	22 0 0
Glanymor	7 10 0	7 10 0
Mynachdy	36 0 0	38 0 0
Towyn	81 0 0	81 0 0
Tanyllan	39 0 0	45 0 0
Tynyllan	12 0 0	15 0 0
Porthysgadarn	78 0 0	100 0 0
Ty isa	32 4 0	38 0 0
Llaniestyn.		
Pencraig	11 0 0	20 0 0
Pwllgwd	137 0 0	137 0 0
Ffriddwen	8 0 0	7 0 0
Ffriddgoch	33 0 0	33 0 0
Crindir	24 0 0	26 0 0
Llaniestyn—cont.		
Nant'r heulyn	7 0 0	6 0 0
Penybryn	15 0 0	15 0 0
Nyffryn	175 0 0	175 0 0
Penllech.		
Gwyndy	33 15 0	44 0 0
Tyhir	44 0 0	48 0 0
Felin Penllech	26 0 0	30 0 0
Tyddynmawr	116 5 0	153 0 0
Tyddynsawder	20 2 0	27 0 0
Tymawr	95 0 0	125 0 0
Pen'r allt	16 0 0	22 0 0
Caehelyg	8 10 0	13 0 0
Rhedfa'rdwr	6 0 0	7 7 0
Raipht	9 0 0	10 10 0
Penllechbach	85 10 0	106 0 0
Gwyndyledw	19 10 0	19 10 0
Bryncroes.		
Penybryn	13 10 0	13 10 0
Penybont	11 10 0	11 10 0
Pig y-parc	6 0 0	6 0 0
Parc bodpatric	42 0 0	48 0 0
Shop y rhos	8 0 0	9 10 0
Parc	8 14 0	8 14 0
Glan yr afon	7 10 0	7 10 0
Llawgwnadl.		
Bryntre'r graig	14 10 0	17 10 0
Llandudwen.		
Cefnllysiéuog	140 0 0	148 0 0
Treferwyn	59 15 0	64 0 0
Wair glodd	7 0 0	7 10 0
Meillteyrne.		
Treigwm	182 0 0	200 0 0
Cefnamwlch demesne	41 0 0	41 0 0
Cefnamwlch; in hand.	—	—
Aberdaron.		
Blawdty	41 0 0	51 0 0
Dwyrhos	48 0 0	50 0 0
Tir-hir-waun	8 8 0	12 0 0
Brynsawder	18 0 0	21 0 0
Anelog	26 0 0	26 0 0
Gors	20 0 0	23 0 0
Cyll-y-felin	20 0 0	22 0 0
Ysgubor-bach	46 0 0	48 0 0
Tyfwg	24 0 0	31 10 0
Tir-y-garreg-fawr	5 10 0	5 10 0
Total £	3,441 5 0	3,835 18 0

No. 3.—Extract from Yearly Account to Michaelmas, 1892. Questions 13,829 and 13,806.

——	Cefnamwlch. £ s. d.	Voelas. £ s. d.	Total. £ s. d.
Tithe rentcharge	369 7 3	323 0 0	692 7 3
Land tax	12 19 10	4 9 9	17 9 7
Income tax	126 7 1½	126 10 4	252 17 5½
Assessed taxes	4 17 6	25 11 0	30 8 6
Rates	164 4 10½	58 12 0	222 16 10½
Stipends and annuities	45 6 8	—	45 6 8
Subscriptions and donations	83 2 0	105 8 0	188 10 0
Fire insurances	4 13 9	24 15 0	29 8 9
New buildings and repairs	701 17 4	881 10 7	1,583 7 11
Woods and plantations	47 6 10	103 1 8	150 8 6
Drains, roads, and fences	84 12 5	27 10 0	112 2 5
Rentcharges	—	162 0 6	162 0 6
			3,487 4 5

Handed in by Major SANDBACH at LLANRWST (Seventeenth Day). Question 14,809.

SCHEDULE of RENTS and EXPENDITURE upon HAFODUNOS ESTATE.

Farm.	Tenant.	Acreage.	Rent before 1832.	Rent in 1834.	Rent in 1861.	Present Rent.	Expended from 1834 to 1884.	Expended in last Five Years.	Remarks.
		Acres.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
Camaes	W. H. Jones	184	—	110 0 0	181 0 0	105 0 0	3,894 11 9	73 6 1	A field added.
Caerllo	J. Owens	125	82 0 0	70 0 0	90 12 6	76 0 0	1,466 2 4	129 14 7	Acreage varied.
Foel caledeiriau	Jno. Jones	124	52 0 0	56 0 0	67 8 8	50 0 0	926 18 11	33 13 5	
Foel fawr	C. Hughes	128	60 0 0	55 0 0	58 16 4	60 0 0	451 18 8	63 4 1	
Fronwen	Rob. Jones	100	150 0 0	60 0 0	65 0 0	70 0 0	791 16 7	19 9 9	
Gell	Lloyd Jones	8	—	16 15 0	13 9 6	13 0 0	90 2 9½	4 7 9	
Gribin	H. Roberts	41	30 0 0	24 3 0	25 0 8	28 0 0 includes tithe.	139 10 1	34 6 4	
Glanravon	W. Hughes	284	160 0 0	200 0 0	200 10 0	162 0 0	1,619 6 1	61 12 9	
Hendre ddu	D. Roberts	157	150 0 0	135 0 0	149 11 0	130 0 0	1,570 11 9	27 1 9	
Hendre	W. Morris	49	48 0 0	60 0 0	60 0 0	48 0 0	377 2 5	4 10 0	
Hendre llwynymaen	R. Hughes	360	—	—	221 15 0	160 0 0	1,204 3 10	30 3 3	From 1854 to 1885.
Maesol and Bodgwynfyd	T. Owen	140	72 0 0	41 0 0	307 0 0 included Dolan, &c.	85 0 0	789 10 11	177 13 3	In 1861 Roxburgh held these farms and Caerllo.
Mill	J. Jones	—	127 15 0	180 0 0	66 5 0	45 0 0	875 14 9	43 8 6	
Nantyrach and Cefn Coch	—	436	—	—	146 8 2	340 11 6	2,609 0 1	119 17 9	From 1859 to 1884 under a 17 years' lease.
Nantyrach bach and Rhydrymwyn.	D. Davies	52 Nanty-rach only.	18 0 0	20 0 0	29 0 0	46 0 0	652 7 4	39 10 10	The present rent includes land added.
Nannerth	O. Hughes	42	—	—	42 0 0	35 0 0	290 4 0	3 8 9	From 1859 to 1885.
Penffordded	R. Roberts	7	—	—	7 8 0	10 4 8	259 5 6	41 12 2	From 1853 to 1885.
Plasynblaenau	W. Jones	190	—	—	184 12 0	110 0 0	244 19 0	57 5 2	From 1859 to 1885.
Pontysyltu	S. Davies	69	40 0 0	40 0 0	43 4 0	46 0 0	261 4 8	37 13 6	
Rhanhir	T. Jones	98	60 0 0	60 0 0	62 14 0	83 0 0	872 16 5	15 3 7	Twenty acres added.
Shop and farm	H. J. Roberts	86	31 0 0	89 5 0	128 8 0	100 0 0 includes tithe.	591 2 0	14 11 7	
Stag Inn and Tynycae	E. Roberts	120	156 10 0	210 0 0	187 0 0	150 0 0	1,365 18 6	120 7 2	
Tyhwntiravon and Glanelwy.	D. Williams	275	122 0 0	143 10 0	147 10 0	120 0 0	850 1 8	25 11 4	
Tydu	E. Lloyd	43	85 0 0	65 0 0	53 12 0	54 6 0	244 0 0	21 3 7	
Tyddyn bach	W. Jones	90	56 0 0	47 0 0	47 0 0	40 0 0	270 13 7	17 2 8	
Tyddyn dolhen	D. Jones	65	40 0 0	29 9 0	53 16 0	32 0 0	506 10 2	89 9 5	Acreage varied, part of Tymawr added.
Tyddyn ucha	S. Owen	80	30 0 0	31 10 0	51 0 0	64 0 0	719 9 3	27 15 6	
Tynyffordd	I. Evans	53	30 0 0	30 0 0	34 1 4	29 14 0	225 0 2	58 1 10	
Tyhir	E. Jones	19	—	—	23 4 0	18 0 0	258 9 3	4 8 6	From 1859 to 1885.
Twlc	J. Ellis	46	15 12 0	7 7 0	27 0 0	36 0 0	431 1 0	23 17 3	A large field added.

Forwarded to the SECRETARY by Dr. R. T. JONES, of HARLECH, to supplement answers to Questions 15,766–70. (Nineteenth Day).

LIST of FARMS on which the RENTS have been raised in HARLECH DISTRICT.

Name of Farm.	Increase in Rent.	Name of Landlord.
Cerrig Gwaenydd	From 12*l.* to 17*l.* about 20 years ago, besides stopping turf-cutting, valued at 5*l.* a year.	S. Holland, Esq.
Garth Mawr	From 24*l.* to 30*l.*, about 20 years ago.	"
Rhydgaled Isaf Groeslwyd	24*l.* twenty years ago. { 30*l.* at present 6*l.* "	"
Lasynys Fach	From 90*l.* to 150*l.*, but now reduced to 120*l.*	"
Lasynys Fawr	From 70*l.* to 105*l.*, but now reduced to 85*l.*	"
Tyddyn siocyn	From 20*l.* to 40*l.*	—
Ffridd fedw	From 100*l.* to 135*l.*, about 26 years ago.	—
Brwyn llynan	From 60*l.* to 90*l.*	—
Wern einion	From 110*l.* to 122*l.*	D. Griffith, Esq.
Tyddyn Rhyddid	From 38*l.* to 65*l.*	—
Dinas	From 39*l.* to 45*l.*	W. Ansell, Esq.

Name of Farm.	Increase in Rent.	Name of Landlord.
Penybont Llanbedr	From 20*l.* to 35*l.*	W. T. Poole, Esq.
R'efail "	From 20*l.* to 38*l.*	"
Caecethin "	From 50*l.* to 90*l.*	—
Llwyn Ithel "	From 38*l.* to 50*l.*, then to 60*l.*	D.W.Kirkby,Esq.
Penrallt Llanfair	From 40*l.* to 55*l.*	W. T. Poole, Esq.
Ymwlch "	From 60*l.* to 70*l.*	R. Richard, Esq.
Cwmyrafon "	From 70*l.* to 100*l.*	Dr. S. Griffith.
Dolwreiddiog "	From 40*l.* to 50*l.*	"
Pantmawr "	From 40*l.* to 65*l.*	Dr. R. Roberts.
Talwen Bach "	From 24*l.* to 30*l.*, then to 54*l.*	—
Llanfair Uchaf "	From 50*l.* to 90*l.*	
Penrallt Llanbedr	From 60*l.* to 100*l.*	—
Tanarllc	From 0*l.* to 12*l.*, and some land taken off.	—

About 20 to 25 years ago all the rents on Mr. Kirkby's estate were raised 20 per cent.

(Signed) R. THOS. JONES.

Handed in by Mr. R. Foulkes Jones at Bala, Question 18,480 (Twenty-second Day), to supplement Evidence given by him at Towyn (Nineteenth Day).

(A.)

Parish of Llangelynin.—List of Farms where tenants have failed during the past 25 years or thereabouts. The tenants did not all actually become bankrupts, but were compelled to give up farming. A few cases may have been due to extravagance and intemperance, and a few, perhaps, to the fact that the tenants entered upon their tenancies with insufficient capital, but the main cause was the high rents.

Bronyclydwr	1	failure.
Tyddyn Meurig	1	,,
Brynllwyn	1	,,
Ty Croes	1	,,
Llabwst	1	,,
Bylchau	2	,,
Coedmawr	1	,,
Carngadell Uchaf	1	,,
Tyddyn Ithel	1	,,
Henblas	2	,,
Tŷ Du	1	,,
Bodwlan	1	,,
Parth-y-gwyddwch	2	,,
Cefnmeusydd	1	,,
Tyddyn sheffrey	3	,,
Pant philip	2	,,
Ffridd Boydell	1	,,
Crogenant	2	,,
Total	25	,,

The number of farms in the parish is about 60. The changes of tenants during the same period were from 90 to 100.

(B.)

List of Persons in the Parish of Llangelynin in receipt of out-relief in 1890, who had been tenants of farms, or who were members of families of those who had been tenant farmers.

Mary Evans, late of Cyfannedd	1
Alice and Gaynor Jones, late of Tydu	2
W. Williams, late of Crogenant	1
G. Griffiths, wife and six children, late of Parth y gwyddwch	8
Mary Owen, late of Henblas	1
Anne Roberts and two children, late of Tyddyn sheffrey	3
Jane Pugh, late of Pantyffâ	1
Hugh Davies, late of Glasdir	1
Thomas and Mary Davies, late of Tyddyn Ithel	2
Catherine Williams and six children, late of Crogenant	7
John Owen, wife, and three children, late of Bylchau	5
Lewis Pugh and wife, late of Rhowniar	2
Total	34

163*l.* 8*s.* in out-relief and fees of children was paid to the above persons during 1890. There were some others in receipt of relief who had moved to other parishes.

BIBL. LONDIN